

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

of IT2Sell BV Filed with the Chamber of Commerce for Limburg under number 60239239

### Article 1 Applicability

- 1.1 In these general terms and conditions of sale and delivery, "IT2Sell" is understood to mean: IT2Sell B.V. (Strodekkesdreef 15, 6216 ST Maastricht) or a company affiliated therewith. In these general terms and conditions of sale and delivery, "product" or "products" are understood to mean: office supplies within the broadest meaning of the word offered or supplied by IT2Sell.
- 1.2 These terms and conditions are applicable to all offers and/or agreements made by IT2Sell or entered into with third parties (hereinafter "the client") as well as to the implementation thereof.
- 1.3 These terms and conditions are applicable with the exclusion of any general terms and conditions employed by clients or potential clients.
- 1.4 The client can only invoke provisions varying from these terms and conditions if and insofar as these have been accepted by IT2Sell in writing.

### Article 2 Offers, assignments and agreements

- 2.1 All offers made by IT2Sell are free of obligation. Assignments and the acceptance of offers by the client are irrevocable.
- 2.2 IT2Sell will only be bound to an order once it has confirmed that order in writing or has commenced the execution thereof.
- 2.3 Any inaccuracies in the confirmation of orders of IT2Sell must be passed on to IT2Sell within 3 days of the date of the confirmation of the order, in default of which the confirmation of the order the confirmation will be deemed to reflect the agreement correctly and the client will be bound thereto.
- 2.4 Oral undertakings or agreements made by or with its personnel will only be binding for IT2Sell if confirmed in writing.
- 2.5 These general terms and conditions will apply in full to any amendments to the agreement.

### Article 3 Conformity

- 3.1 All specifications given by IT2Sell with regard to amounts, colors, dimensions and/or other details concerning its products will be realized with the greatest possible care. However, IT2Sell cannot guarantee that there will not be any abnormalities. The client must check that the products conform to the amounts and/or other details specified by or agreed with IT2Sell upon receipt of the products. Specifications given by IT2Sell with regard to capacity, weight, dimensions, colors, performance etc. will only be approximate and are free of obligation.
- 3.2 Illustrations, descriptions, catalogues, advertising material and information and offers stated on the website and offers are not binding for IT2Sell.
- 3.3 The client must ascertain that the products which he is to order and/or which he has ordered and the corresponding packaging labels and other information comply with all governmental regulations prescribed with regard thereto in the country of destination. Use of the products and the conformity with governmental regulations is at the risk of the client.

### Article 4 Intellectual property

- 4.1 All intellectual and industrial property rights with regard to the products and their names and with regard to all that developed, manufactured or supplied by IT2Sell, including packaging, instruction manuals, advertising material and illustrations will accrue to IT2Sell.
- 4.2 The client is not permitted to remove or change any specifications with regard to patents, copyright, trademarks, trade names or other rights of intellectual or industrial property from the products.

### Article 5 Prices

- 5.1 The prices stated by or agreed with IT2Sell are inclusive of packaging costs, but are exclusive of VAT, transport costs, import and export duties, excises and other tax or charges imposed or levied with regard to the products.
- 5.2 IT2Sell is entitled to charge a surcharge for administrative costs for assignments under a sum determined by IT2Sell in accordance with the regulations applicable with IT2Sell in that regard at the time of the conclusion of the agreement.
- 5.3 If after the offer and/or the realization of an agreement cost-decisive factors should change, IT2Sell will be entitled to adjust its prices accordingly.

### Article 6 Terms and times of delivery

- 6.1 Times of delivery stated are approximate estimates and should not be considered to be strict deadlines. The exceeding of delivery times will not oblige IT2Sell to pay compensation and will not give clients the right not to observe or to suspend obligations arising from the agreement. However, the client will be entitled to dissolve the agreement if and insofar as IT2Sell fails to execute an order within a reasonable term stipulated by the client thereafter. In this case, IT2Sell will not owe any compensation.
- 6.2 The delivery time is based on the working conditions applicable at the time that the agreement was concluded and on the timely delivery of the goods required by IT2Sell in connection with the observation of the agreement. If as a result of a change of working conditions and/or failure to deliver the goods required by IT2Sell on time there is a delay, the delivery time will be extended insofar as is necessary.
- 6.3 Unless agreed otherwise in writing, IT2Sell will determine the way in which and by whom the products concerned are to be transported. The client is obliged to take receipt of the products immediately upon their arrival at their destination. The client will ensure that there are sufficient opportunities to load and unload and that unloading takes place as swiftly as possible.
- 6.4 IT2Sell will determine the way in which products are packaged.
- 6.5 In the event that a product ordered by a client is not or is no longer available or at least not within a reasonable term, if reasonably possible, IT2Sell will supply a product similar to the product ordered for the same price.
- 6.6 In the event that the client fails to take receipt of the products or fails to collect them or have them collected, for as long as IT2Sell deems desirable, they will be stored at the expense and risk of the client. In this case, as with all other (attributable) shortcomings of the client, IT2Sell will have the authority at all times either to demand observance of the agreement or to dissolve the agreement (out of court), all this without prejudicing its rights to compensation for the loss suffered and the loss of profit, including the costs of storage.
- 6.7 IT2Sell is not obliged to honor a request of a client for redeliveries or subsequent deliveries. If IT2Sell does honor such a request, the costs incurred in connection therewith will be at the expense of the client.
- 6.8 IT2Sell is authorized to implement an agreement in parts and to claim payment of that part of the agreement that has been realized.

### Article 7 Force Majeure

- 7.1 In the event that IT2Sell is prevented from observing the agreement due to force majeure, it is entitled to suspend the implementation of the agreement. In this case, the client will not be entitled to compensation for damage or loss, costs or interest.
- 7.2 Among other things, force majeure should be understood to mean: war, danger of war, work strikes, fire, accidents or illness of personnel, operational failure, traffic halts, hampering legal provisions, import and/or export restrictions, problems unanticipated by IT2Sell with regard to production or transport and any other circumstances which are not exclusively dependent on the will of IT2Sell, such as the failure to deliver goods or services or to deliver them on time by third parties called in by IT2Sell.
- 7.3 In the event of force majeure, IT2Sell will be authorized to dissolve the non-realizable part of the agreement by means of a written declaration. In the event that the force majeure lasts for more than 8 weeks, the client will also be authorized to dissolve the non-realizable part of the agreement by means of a written declaration.
- 7.4 If upon commencement of the force majeure IT2Sell has already partially met its obligations or can only partially meet its obligations, it will be entitled to invoice the part already realized and/or the realizable part separately and the client will be obliged to pay this invoice as if it concerned a separate agreement.

### Article 8 Defects and complaints

- 8.1 IT2Sell guarantees the soundness of the products it supplies in accordance with that to be reasonably expected by the client pursuant to the agreement. However, should defects nevertheless occur in products supplied by IT2Sell as a result of manufacturing, material, packaging and/or transport errors, IT2Sell will fully or partially replace the products concerned or give a reasonable reduction in the price, all this at the option and solely at the discretion of IT2Sell. This guarantee will only apply to the period in which IT2Sell can invoke the guarantee for the product concerned given by its supplier, but in no event longer than 6 months.
- 8.2 Defects arising in or which are (among other things) the result of the following are not covered by the guarantee:
  - normal wear and tear;
  - failure by the client (or the client's personnel) to observe instructions;
  - other use than use than would normally be expected;
  - improper maintenance or use by the client;
  - work carried out by third parties or by the client, without prior permission in writing given by IT2Sell;
  - the applicability of any governmental regulations with regard to the nature or quality of the materials used;
  - products customized and supplied according to designs, drawings or other specifications of the client;
  - goods supplied to IT2Sell by the client with a view to the adaptation or realization of an assignment or used in consultation with the client;- components obtained by IT2Sell from third parties, insofar as these third parties have not given IT2Sell a guarantee.
- 8.3 The client must carefully inspect the products supplied immediately after having received them, at the risk of forfeiting the right to complain and/or to a replacement.
- 8.4 Complaints with regard to transit damage must be noted on the consignment note or delivery note, stating the name and signature of the person having established the transit damage as well as the name of the driver and the registration number of the lorry, in default of which the consignment note or delivery note will constitute compelling proof to be used against the client of the fact that the products were received in good condition and without transit damage. The client must subsequently notify IT2Sell immediately by fax or by e-mail of the complaint. This written complaint must be accompanied by a copy of the consignment note or the delivery note.
- 8.5 Any complaints with regard to the amount of products supplied must be noted on the consignment note or delivery note on delivery, stating the name and the giving the signature of the person who has established the varying amount as well as the name of the driver and the registration number of the lorry, in default of which the amounts stated on the consignment note or delivery note will constitute compelling proof to be used against the client. The client must subsequently notify IT2Sell immediately by fax or by e-mail of the complaint. This written complaint must be accompanied by a copy of the consignment note or delivery note.
- 8.6 The client must complain to IT2Sell in writing within 5 days of a defect arising. Failure to complain on time will render all claims vis-à-vis IT2Sell null and void.
- 8.7 In the event that the client complains, he will be obliged to give IT2Sell the opportunity to inspect the products or cause the products to be inspected with a view to establishing the shortcomings concerned. The client is obliged to keep the products which are the subject of the complaint available for IT2Sell, at the risk of forfeiting all rights to complain and/or to replacement.
- 8.8 Return consignments will only be accepted if the products are sent back in a single package, if these are clearly recognizable as return consignments and if the packaging of the products is free of stickers, advertising and printed or unprinted plastic wrapping.
- 8.9 Products returned as a result of transit damage will only be accepted by IT2Sell if the products are in an original and unopened packaging and have not therefore been used.
- 8.10 It is not possible to return products of which the sell-by date has expired.
- 8.11 Products returned which fail to comply with that stipulated in Articles 8.8 to 8.11 or are not eligible for compensation will be destroyed by IT2Sell.

- 8.12** If in the opinion of IT2Sell the complaint and return is justified, IT2Sell will pay the invoice concerned. IT2Sell will base its assessment of the products and determining of the sum to be paid on the guidelines of its suppliers.
- 8.13** Goods to be returned from more than one order must be returned separately, meaning that separate return numbers must be requested.
- 8.14** The products will remain at the expense and risk of the client at all times.
- 8.15** The client must arrange the transportation of the return consignments and bear the costs incurred in connection herewith himself. Any special return instructions and/or other instructions issued by IT2Sell in connection with the return of products must be observed at all times.
- 8.16** Any defects with regard to a part of the products supplied will not give the client the right to reject or refuse the entire batch of products supplied.
- 8.17** The client must notify IT2Sell in writing of any inaccuracies in the invoices of IT2Sell within 5 days of the date of the invoice concerned, in default of which the client will be deemed to have approved the invoice.
- 8.18** Complaints will not suspend the payment obligations of the client.
- 8.19** After having established a defect in a product, the client is obliged to do all that is possible to prevent or limit any damage, explicitly including the discontinuation of the use of and the sale of the product.

#### **Article 9 Retention of title**

- 9.1** IT2Sell will retain ownership of the products supplied and to be supplied, until the Customer has paid all sums due with regard to the products supplied and to be supplied to IT2Sell, including the claims for payment due to failure to perform one or more agreements.
- 9.2** In the event that the Customer fails to perform his obligations, IT2Sell will be entitled to recover its products or to have them recovered at the expense of the Customer.
- 9.3** The Customer is not entitled to pledge products that have not yet been paid for or to transfer the ownership thereof other than in connection with normal business operations.
- 9.4** The Customer is obliged to keep the products supplied under retention of title with due care and as the identifiable property of IT2Sell.
- 9.5** The Customer is not entitled to any right of retention vis-à-vis IT2Sell in respect of the products supplied by IT2Sell.

#### **Article 10 Payment**

- 10.1** Unless agreed otherwise in writing, payment of the invoices of IT2Sell must be made within 8 days of the date of invoice.
- 10.2** IT2Sell is entitled at all times to claim full or partial advance payment and or to obtain security for payment in another way.
- 10.3** In the event that payment is not received on time, without receiving further notice of default, the client will owe compensation for interest of 1.5% per month over the sum of the invoice, calculated as of the due date up to the date of payment.
- 10.4** All costs incurred in connection with the collection of payments due will be at the expense of the client. The extrajudicial collection costs will amount to 15% of the sum to be collected at the minimum, with a minimum of €150.
- 10.5** The client waives all rights to the offsetting of reciprocally payable sums. IT2Sell is authorized at all times to offset the full sum that it owes the client against the sum that the client and/or companies affiliated with the client owe IT2Sell, whether this is due and payable or otherwise.
- 10.6** In the event of failure to promptly pay an agreed instalment on the due date, the invoice will be fully and immediately due and payable, also in the event that the client has gone bankrupt, has requested suspension (or provisional suspension) of payment, the Debt Rescheduling Act (WSNP) has been declared applicable to him and/or in the event that an attachment has been levied on the goods and/or receivables of the client. In the event that one of the above-mentioned situations arises, the client will be obliged to notify IT2Sell hereof without delay.
- 10.7** Payments made by the client will at all times be used to settle the costs due first, then to settle the interest on these costs and thereafter to settle the due and payable invoices the longest outstanding, even if the client states that the payment concerns a later invoice.

#### **Article 11 Cancellation and return**

- 11.1** The client is not permitted to cancel an order once given. If the client nevertheless fully or partially cancels an order, he will be obliged to pay IT2Sell compensation for all costs incurred within reason in connection with the execution of this order, the work carried out by IT2Sell and the loss or profit suffered by IT2Sell, to be increased by the addition of VAT.
- 11.2** IT2Sell is willing to accept returned products if:
- the products were supplied to the client by IT2Sell less than 6 months prior to the time at which they are taken back;
  - the sell-by date of the products has not expired;
  - the products are part of the standard assortment of IT2Sell. Specials, promotional products and products especially ordered for the client will not be taken back at any time; ample amounts of these products are generally stocked by IT2Sell;
  - the products are not packaged as special offers and/or with promotional captions;
  - the products are returned to IT2Sell in their undamaged, original and unopened packaging and have not therefore been used;
  - the packaging of the products is free of stickers, advertising material and plastic wrapping, whether printed or unprinted;
  - the products are returned to IT2Sell in a single package;
  - the products have been received by IT2Sell undamaged and in good condition.
- 11.3** The client must arrange the transportation of return consignments and bear the costs incurred in connection herewith himself. Any special return instructions and/or other instructions of IT2Sell in connection with return consignments must be observed at all times.
- 11.4** If all the conditions for return have been complied with and IT2Sell accepts the returned products, the client will receive the following compensation:
- In the event that the products are taken back within 1 month of delivery, 75% of the current price (excluding VAT) of the product at the time of acceptance of the products returned;
  - in the event that the products are taken back after 1 month but within 3 months of delivery, 60% of the current price (excluding VAT) of the product at the time of acceptance of the products returned;
  - in the event that the products are taken back after 3 months but within 4 months of delivery, 50% of the current price (excluding VAT) of the product at the time of acceptance of the products returned; - in the event that the products are taken back after 4 months but within 6 months of delivery, 30% of the current price (excluding VAT) of the product at the time of acceptance of the products returned.

#### **Article 12 Advice**

- 12.1** All advice given and statements made by IT2Sell and specifications among other things with regard to the properties of the products to be supplied by IT2Sell are completely free of obligation and are not issued by IT2Sell as binding information. IT2Sell gives no guarantees whatsoever with regard hereto.
- 12.2** IT2Sell is not liable for any direct or indirect loss in any form whatsoever and on any basis whatsoever as a result of information and/or advice provided by IT2Sell. The client indemnifies IT2Sell against all claims of third parties with regard hereto, unless in the event of gross negligence or willful misconduct of IT2Sell.

#### **Article 13 Liability**

- 13.1** With the exception of that stipulated in Article 8, the client will not be able to lay any claims whatsoever vis-à-vis IT2Sell on account of defects in or with regard to the products supplied by IT2Sell. IT2Sell is therefore not liable for direct and/or indirect damage, including damage to persons and damage to property, immaterial damage, consequential loss (loss of income, damage arising from lost productivity etc.) and any other damage caused in any way whatsoever, unless in the event of gross negligence or willful misconduct of IT2Sell.
- 13.2** IT2Sell is also not liable in the above-mentioned sense for the acts of its employees or other persons within its sphere of risk, including the negligence/gross negligence or willful misconduct of these persons.
- 13.3** Damage to products caused by the damaging or destruction of the packaging is at the expense and risk of the client.
- 13.4** In all cases in which IT2Sell is obliged to pay compensation, such compensation will at no time be more than the value of the invoice of the goods supplied in connection with which damage has been caused, with a maximum sum of €25,000. If the damage is covered by the business liability insurance of IT2Sell, the compensation will moreover not amount to more than the sum actually paid out by the insurer in the case concerned.
- 13.5** If on the basis of facts and/or circumstances known to it at that time, IT2Sell exercises its right of suspension or right of termination, and it is subsequently irrevocably established that this right was wrongfully exercised, IT2Sell will not be liable and will not be bound to pay any compensation for damage, except in the event of willful misconduct or gross negligence on willful misconduct on its part.
- 13.6** Unless recognized by IT2Sell, all claims vis-à-vis IT2Sell will cease to apply by the mere passage of 12 months as of the time at which the claim concerned arose.
- 13.7** The client indemnifies IT2Sell, its employees and auxiliary persons called in for the implementation of the agreement against all claims of third parties, including claims based on product liability, in connection with the implementation of the agreement by IT2Sell, regardless of the cause, as well as with regard to the costs for IT2Sell arising from this.

#### **Article 14 Representation**

- 14.1** If the client acts on behalf of one or more others, without prejudicing the liability of those others, he will be liable vis-à-vis IT2Sell as if he were the client himself.

#### **Article 15 Final provisions**

- 15.1** The nullity or annul ability of any provisions of these terms and conditions or of agreements subject to these terms and conditions will not prejudice the validity of the other provisions. IT2Sell and the client are obliged to replace the provisions which are null and void or nullified by valid provisions as far as is possible with the same purport as the null and void or nullified provision.
- 15.2** The place of implementation will be deemed to be the place at which IT2Sell is established.
- 15.3** The effect of all international conventions with regard to the sale of movable tangible property, the effect of which can be excluded between the parties, is not applicable and is hereby explicitly excluded. More specifically, the applicability of the Vienna Sales Convention 1980 (CISG 1980) is explicitly excluded.
- 15.4** All disputes between IT2Sell and the client will be exclusively settled by the competent court in the district court of Roermond, the Netherlands, unless on the grounds of mandatory law another Dutch court is competent. In deviation hereto, IT2Sell is authorized to apply to the court of the place of residence/ place of business of the client.
- 15.5** All agreements entered into by IT2Sell are exclusively subject to Dutch law.