

General Terms and Conditions

Qwerty B.V., Gotenweg 11, 5342 PP Oss

On all our transactions, the general terms and conditions of Qwerty B.V. apply, registered at the Chamber of Commerce, Oost-Brabant, The Netherlands. File nr. 16084786. A free copy of these Terms will be sent upon request.

1. Applicability

These Conditions apply to all offers and to all contracts of purchase and sale of Qwerty B.V., based in Oss, hereafter called "the user". The customer/buyer shall hereafter be called "the other party". Contrary conditions only form part of the contract made between the parties if and insofar as both parties explicitly agree such in writing.

2. Contract

Contracts shall first become binding upon written confirmation of the user. Additions or changes to the General Conditions or other changes or additions to the contract shall first become binding after written confirmation by the user.

3. Offers

Our prices are quoted in Euro net ex-works, excluding value added tax and without any deductions. Unless otherwise agreed, all ancillary costs such as packaging, freight, insurance etc. shall be charged to the buyer.

The buyer must also pay all fees, charges, customs duties and taxes pertaining to the delivery. Qwerty B.V. is entitled to make a price adjustment in the event of significant changes in cost factors between the time when the offer is made and contractual delivery.

Buyer shall be deemed to have consented to such adjustment unless written rejection of any price increase is given to the user before the effective date thereof.

Pricelists, samples, brochures and/or designs and the like which are presented and provided serve only as indications. No rights can be derived here from, unless the parties have explicitly agreed otherwise in writing.

4. Delivery and delivery dates

Delivery is not free of charge, unless the parties explicitly agree otherwise in writing. Time can never be deemed of the essence with regard to specified time periods within which goods must be delivered or work must be carried out unless explicitly otherwise agreed in writing.

Exceeding the delivery time, for any reason whatsoever, shall not entitle the buyer to claims for non-fulfillment of any obligation assumed towards Qwerty, including any compensation.

If the buyer is incapable of receiving the quantity of goods ordered from Qwerty, Qwerty shall be entitled to charge additional transport and storage costs to the buyer, without having to serve further notice.

In the event of part delivery, each delivery or phase shall be deemed a separate transaction.

5. Complaints

The buyer will be obliged to inspect the goods when they have been delivered and to notify Qwerty B.V. within 14 days that there are any visible defects or other complaints regarding the performance of the agreement. Such complaints must be submitted in writing and must be fully and clearly substantiated.

Qwerty B.V. cannot be held liable in case it has not been notified timely of any complaints, in which case the agreement is deemed to have been performed properly.

Complaints do not suspend the payment obligation.

6. Return shipments

The other party is obliged immediately after taking receipt of the goods or termination of the work to inspect the goods or work. If the other party notes visible faults, inaccuracies and/or defects, this must be noted on the delivery note or

work sheet and the user must be given immediate notice thereof, or the other party must inform the user thereof within 24 hours after receipt of the goods or termination of the work, followed by immediate written confirmation thereof to the user.

In all cases return shipments shall be effected in a manner determined by the user and in the original packing. Return shipments shall be effected at the expense and risk of the other party.

7. Payment

Payment must be made within 30 days after the invoice date, unless the parties have explicitly agreed otherwise in writing.

If an invoice has not been paid in full after the expiry of the term, the other party shall be charged a credit restriction supplement without the need for any notice of default. The other party shall owe the user interest for late payment of 2% per month to be calculated cumulatively over the principle. In this respect, parts of a month are deemed full months.

The other party, after having been presented with a demand for such by the user, shall owe a minimum of 15% of the principal and the interest for late payment with an absolute minimum of € 150 with regard to extrajudicial costs.

If the other party has not performed his payment obligations in time, the user has the right to suspend the performance of the obligations of delivery or to carry out work taken on vis-à-vis the other party, until the payment has been made or proper security has been given therefore.

8. Retention of title

The user retains title to the goods delivered and to be delivered until the time when the other party has performed his payment obligations to the user. These payment obligations consist of the payment of the purchase price, increased by claims relating to work carried out which is connected with the delivery, and claims relating to possible compensation for default on the performance of obligations on the part of the other party.

In the event the user invokes the retention of title, the relevant contract shall be dissolved, without prejudice to the user's right to claim compensation of damage, lost profit and interest.

The other party is obliged to immediately give the user written notice of the fact that third parties are enforcing rights in respect of goods which are subject to a retention of title pursuant to this article.

9. Warranty

Qwerty B.V. gives no other or further warranty than the guarantee of its suppliers and/or producers for that right.

Every form of guarantee expires in case a defect results from injudicious or improper usage of the goods, incorrect storage or maintenance by the buyer and/or third parties, when the buyer and/or third parties modified the goods or tried to do so, or installed additional parts that should not be installed to it, or in case these goods were modified or edited in any other way than prescribed.

10. Liability

Qwerty B.V. shall never be liable due to any damage suffered by the buyer except in case of intent or gross negligence on the part of Qwerty B.V. and apart from statutory liability based on imperative law. Liability due to consequential damage, immaterial or consequential trading losses shall also be expressly excluded.

11. Force Majeure

In the event performance of what the user is bound to do pursuant to the contract made with the other party is not possible and such is due to non-attributable non-performance on the part of the user and/or on the part of third parties or suppliers engaged for the performance of the contract, or in the event another substantial reason arises on the part of the user, the user is entitled to dissolve the contract made between the parties, or to suspend performance of his obligations to the other party during a reasonable time period to be determined by him without being bound to pay any compensation. If the above situation arises when the contract has been performed in part, the other party is bound to perform his obligations to the user up to that time.

Circumstances in which there shall be non-attributable non-performance include: war, riot, mobilisation, domestic and foreign unrest, government measures, strike and lock-out by workers or threat of such and similar circumstances; disruption of the currency ratios in effect at the time the contract was made; business disruptions due to fire, accident or other incidents and natural events, regardless of whether the non-performance or late performance takes place at the user's, his suppliers or third parties engaged by him in the performance of his obligation.

12. Export regulation

In regard to provided goods and documentation, the buyer shall not trade in conflict with the export permits and relevant requirements. The buyer confirms they are fully aware of these requirements and will on request of Qwerty B.V. supply all documentation and information that Qwerty B.V. needs to receive for authorization. The buyer will not expropriate or give the products and corresponding products for the use of third parties, make it public to third parties, carry it out again or some kind of other manner use or handle conflicting with permits and germane valid requirements.

13. Applicable law, competent court

The contract made between the user and the other party is only governed by Dutch law. Disputes ensuing from this contract shall be adjudicated in accordance with Dutch law.

Disputes shall be adjudicated by the competent Dutch court, although the user has the right to bring proceedings before the competent court in the place where the user is based, unless the cantonal court has jurisdiction over the matter.

In case of discrepancies between the various translations of these general terms and conditions, the Dutch-language version will prevail.