

**General sales, supply and payment conditions of Qonnect Europe B.V. in Maastricht-Airport,  
deposited at the Chamber of Commerce Limburg (deposition number 53037456)  
Date: 01 March 2017**

**Article 1. In these Sales Conditions is understood under:**

"Qonnect": Qonnect B.V., with its registered office in Maastricht-Airport, or one of its associated companies;  
"Principal/Client: the party who placed an order with Qonnect or with whom Qonnect enters into an agreement;  
"Goods': goods and/or services supplied by Qonnect to the principal/client and/or on order.

**Article 2. Applicability**

2.1 Only the current Qonnect Sales Conditions shall be applicable on all orders, commissions and/or agreements with Qonnect towards the supply of goods and/or the execution of services, hereinafter referred to as: "the Sales Conditions".

2.2 The principal/client is considered in commissioning an assignment or placing an order with Qonnect to have accepted these Sales Conditions as part of the contract or order.

2.3 The conditions of the principal/client, no matter what the nature may be and whether or not it is contained in the general conditions used by the principal/client, are only applicable if these conditions were specifically accepted in writing by Qonnect.

2.4 Any mention or reference in a contract or order to the principal/client's own general conditions shall not be applicable on the agreement entered into with Qonnect.

2.5 If Qonnect acts in its capacity as an agent/representative for a third party, it acts on behalf of, on contract, or account and at the risk of its principal, so no legal relationship shall arise between Qonnect and the principal/client and the sales, supply, and payment conditions of Qonnect shall not be applicable.

**Article 3. Offers, orders and agreements**

3.1 All offers from Qonnect are obligation free. Orders and acceptance of offers by the principal/client apply as irrevocably.

3.2 The correct execution of verbal, whether or not telephonic orders, are entirely accountable to and for the risk of the principal/client. Qonnect is only liable if they have confirmed acceptance of the offer in writing or have started with the execution. Qonnect is also only liable for what they have accepted.

3.3 If the principal/client provides Qonnect with details, drawings etc., Qonnect may assume the accuracy thereof and it will base its offers on this.

3.4 All offers, quotations and tenders are valid for 3 months from the date of the quotation, on condition that it was not agreed to otherwise in writing, yet it remains entirely obligation free. If the offer contained in the quotation is accepted, Qonnect is entitled to revoke its offer within 2 working days after receipt of the acceptance.

3.5 Verbal and telephonic agreements as well as promises made by Qonnect employees shall only be binding on Qonnect if these were confirmed by Qonnect in writing.

3.6 Samples or specimens passed on to the principal/client by Qonnect accompanying or following a quotation shall only be seen as an approximate indication. Details derived from this shall only be binding if this was specifically agreed to in writing.

**Article 4. Changes**

4.1 Amendments to the sales agreement as well as in the sales conditions shall only come into force if they were specifically agreed to in writing between parties.

4.2 In the event of cost price increasing factors such as an increase in cost prices and/or an increase in the suppliers' prices and/or a change in the currency to the disadvantage of Qonnect, Qonnect is entitled to charge the price difference.

**Article 5. Delivery and transfer of risk**

5.1 The principal/client carries the risk of the goods ordered by him from the moment that this is delivered to him. The goods are delivered to the principal/client as soon as goods are deposited at the address indicated by the principal/client or on the order or as soon as the goods were received on site by the principal/client.

5.2 Unless agreed to differently, Qonnect shall decide on the transport method.

5.2 The principal/client is obliged to inspect the goods upon arrival. In the event of assumed transport damage or a likely loss, the principal/client must immediately inform the carrier thereof by having him note this on the waybill or packing slip, of which a copy must immediately be sent to Qonnect, and Qonnect must also be contacted forthwith.

**Article 6. Force majeure**

6.1 Force majeure affecting Qonnect concerns any independent circumstances not caused by or of which the risk does not lie with Qonnect - also when these circumstances could already be anticipated at the moment of signing the agreement - making it impossible for Qonnect, either permanently or temporary, to comply with its commitments based on the agreement, including in any event for as far as this is not yet included in this description, breakdown in transport, limitations on import/export or ether limitations caused by the government, lack of raw materials, contingency problems with production or transport, or illness of personnel, disruption of business, war, the threat of war, terrorism, riots, rebellion, strikes, transport problems, fire, water damage and ether disruptions in Qonnect commercial dealings.

6.2 If Qonnect is temporarily prevented due to circumstances, resulting as intended in article 6.1 above, Qonnect is entitled to suspend the execution of the agreement for the duration of the disruption. The principal/client shall not be entitled to any compensation for any loss, expenses or interest due to this.

6.3 If Qonnect should be permanently prevented by circumstances resulting as intended above in article 6.1, to comply with its commitments, every party is entitled to cancel the Agreement for as far as this was not yet carried out at that moment, if these circumstances continue for longer than 60 days. The principal/client shall not be entitled to any compensation for any loss, expenses or interest due to this.

**Article 7. Prices**

7.1 The prices to be charged by Qonnect are the prices mentioned in the price list applicable on the date of delivery, available from Qonnect upon request. All prices quoted by Qonnect (in quotations, tenders, catalogues, discount summaries etc.) are excluding VAT, in Euro unless specifically stated otherwise. Qonnect is entitled to change prices in the interim after the publication of a price list. Agreements already in force are not affected by this.

7.2 All supplies are charged Ex Works + calculated freight, and all expenses are charged on the invoice, unless specifically agreed to otherwise. These expenses are calculated according to the tariff applicable at the time of the supply to be executed.

7.3 The agreed to fees are binding for repair services carried out by Qonnect. The Qonnect Technical Services assesses whether a returned product is to be repaired under guarantee or subject to payment of all the expenses relevant to the repairs. The Technical Services then prepare an estimate of the repairs. If the

estimated expenses amount is more than a third of the new value, repairs will take place after discussion with the customer. In all other cases, repairs are carried out forthwith and the expenses of the repairs are charged.

**Article 8. Guarantee**

8.1 Qonnect guarantees the quality of the products supplied by them according to what the principal/client may reasonably expect by virtue of the agreement. Should it appear that the goods contain obvious demonstrable defects or factory errors, Qonnect shall (have) these defects repaired or replaced or apply a price reduction, all this shall be subject to the choice and exclusively based on the opinion of Qonnect. This guarantee shall be valid for 6 months after delivery, unless specifically agreed to otherwise in writing.

8.2 Not covered by the guarantee is in any case defects occurring due to or partly as a consequence of normal wear and tear, indiscriminate use, not considering directions or instructions, work carried out by external parties, assembly/installation or repairs by external parties or by the principal/client without requesting and the written consent of Qonnect, products customized and supplied based on designs, drawings or other directions of the principal/client, processing by the principal/client of the goods.

**Article 9. Delivery**

9.1 Unless agreed to otherwise in writing, delivery takes place from the Qonnect warehouse in the Netherlands, currently in Maastricht-Airport.

9.2 Qonnect shall supply the goods at the time, or immediately at the end of the delivery period indicated in the agreement. Agreed to delivery periods shall never be considered as final periods, unless specifically agreed to otherwise. Exceeding the delivery time does not leave Qonnect liable to pay any compensation and shall never entitle the principal/client to not comply with or suspend the commitments resulting from the agreement.

9.3 If no time or period is agreed to within which the delivery is to be carried out, delivery shall take place within a reasonable time of the Agreement, considering the nature of the goods and the circumstances.

9.4 Should the principal/client remain in default to take possession after being summoned, Qonnect may choose to either supply at a time to be determined by Qonnect, or to declare the agreement or the part of the agreement not yet completed as cancelled, without legal intervention and without any default notice being required, not affecting Qonnect's right to compensation of loss, expenses and interest.

**Article 10. Retention of ownership**

10.1 Qonnect remains entitled to the ownership of the supplied goods and the goods to be supplied, until its claims on the supplied and to be supplied goods are entirely complied with by the principal/client, including the claims due to the non-observance of one or more agreements. If the principal/client defaults in the observance of his commitments, Qonnect is entitled to collect the goods belonging to it at the expense of the principal/client from the location where these are situated.

10.2 If there is any reasonable doubt on the side of Qonnect in regards to the payment abilities of the principal/client, Qonnect is entitled to suspend the supply and dispatch until the principal/client offered adequate surety to cover the payment. This also applies for other, already supplied and fully paid goods. If goods are not paid in full, but already processed, Qonnect also retains the property right of the resulting applicable goods.

10.3 The principal/client is not entitled to pledge, mortgage or to transfer ownership of the not paid goods other than in the ambit of normal activities. The principal/client shall keep the goods delivered under retention of ownership with the necessary care and as the recognizable property of Qonnect.

10.4 The principal/client shall grant Qonnect access to the location where the supplied goods are situated, specifically in these cases in which Qonnect is entitled by law or pursuant to the Agreement to recover the goods.

**Article 11. Right of lien**

11.1 Qconnect is entitled to attach any goods in its possession of the principal based on any title, until the full compliance with every claim Qconnect may have on the principal, no matter what the source, unless the principal has provided adequate surety to cover the claim. Qconnect also has the right of lien in case the principal should enter a state of bankruptcy.

The principal/client is not entitled to any right of lien against Qconnect on the goods supplied by Qconnect.

**Article 12. Payments**

12.1 Payments should take place within 60 days after date of invoice, without only deduction or debt settlement, on the bank account mentioned by Qconnect in its quotation or invoice, unless agreed to otherwise in writing.

12.2 In case the principal/client does not comply with one or more payment obligations, or does so late or incomplete, he shall owe a market related monthly interest or pro rata part of a month on the total outstanding amount incl. VAT. The principal/client is also liable to pay the legal and extra-judicial collection fees, including the expenses of an attorney, of at least 15% of the principal amount including VAT, yet at a minimum of € 150.00.

12.3 Qconnect shall at all times be entitled to require the purchase price in advance or to insist on any form of surety to cover its payments. At a lack of compliance by the principal/client, Qconnect is entitled to suspend its services or to declare the agreement entirely or partially cancelled.

12.4 The principal/client is not entitled to suspend its payment obligations, also not if he is of the opinion to have reported a just complaint on the goods. The principal/client is also not entitled to the right of settlement of payments due mutually yet Qconnect is still entitled to deduct anything he may owe the principal/client against that which the principal/client owes Qconnect, whether or not claimable, subject to conditions or during payment.

12.5 Payments made by the principal/client shall first be deducted from the expenses due, then deducted from the resulting interest and finally to cover the invoices claimable for the longest, even if the principal/client states that the payment covers a more recent invoice.

**Article 13. Complaints/claims**

13.1 The principal/client should inspect the goods upon delivery and upon receipt, to verify whether the delivery corresponds with the destination or with regard to his contract; at a lack he should report this in writing within 8 working days after receipt, stating the reasons.

The principal/client cannot claim any defect if he did not report this to Qconnect in writing within 8 working days. At a lack of timely complaints, all claims against Qconnect shall expire.

13.2 The principal/client cannot call on an invisible defect in the product if he did not report this to Qconnect in writing within 8 working days after he should reasonably have discovered the non-compliance, indicating the reasons.

13.3 Claims or complaints shall not cancel the payment obligations of the principal/client and neither does it entitle him to settlement.

13.4 Complaints cannot be accepted if the supplied goods were sold completely or partially, they were processed or if the principal/client has started using the goods in any way.

13.5 If according to Qconnect complaints were valid, the principal/client shall return the goods immediately upon Qconnect's first request. Qconnect shall decide whether to compensate for the loss, to repair this, or to replace this.

**Article 14. Copyright**

Copying text and/or images from Qconnect' publications in any form at all, are only allowed after written approval by Qconnect.

**Article 15. Dissolution**

15.1 Notwithstanding that which is otherwise determined in these sales conditions, Qconnect is entitled to terminate the agreement without legal intervention and without default notice and with immediate effect, entirely or partially, at such time that the principal defaults in compliance with one or more specifications of this agreement, enters a state of bankruptcy, is granted or requests provisional suspension of payment, his company is entirely or partially liquidated or seized, he is placed under administration or he loses the control over his financial assets or parts thereof, not affecting any other legal entitlement of Qconnect, whether or not owing to force majeure,

In that case, Qconnect shall be entitled to compensation of all losses in assets, such as damage, lost profit and incurred expenses

15.2 Due to the dissolution, all claims by Qconnect on the principal also for as far as these claims are resulting from other agreements between parties, shall become immediately claimable.

**Article 16. Liability**

16.1 Qconnect excludes all liability towards the principal/client for all loss, including all immediate and indirect losses, except for liability for a loss caused due to intent or gross misconduct by Qconnect, its employee(s) and/or Qconnect' s assistants.

16.2 In all cases where Qconnect shall be held liable for payment of compensation, this shall never be higher than either the net invoice value of the goods and/or services supplied for which or in which context the loss was caused, or if the loss was covered by Qconnect' s liability insurance company, the amount that was actually paid out by the insurer, to be decided by Qconnect.

16.3 Announcements by or on behalf of Qconnect on the quality, the composition, treatment, application possibilities, properties, etc. of the products, whether or not via images (all this in the widest sense of the word) are drawn up by Qconnect to the best of its ability yet are only approximations and estimations and cannot be considered as any guarantee, unless emphatically agreed to otherwise in writing.

16.4 The principal/client indemnifies Qconnect, its employees and its assistants appointed for the execution of the agreement against any claims by external parties, including claims based on product liability, concerning the execution by Qconnect of the agreement, irrespective of the cause, as well as against the expenses resulting from this for Qconnect.

16.5 If the principal/client is established outside the Netherlands and he is responsible for the transport of the products, the principal/client shall take care of the actual export of the products out of the Netherlands on Qconnect behalf. The principal/client indemnifies Qconnect against all claims by internal revenue services and/or external parties should the principal/client trades in contradiction with the above.

16.6 Exception of Qconnect' s liability is also in force if Qconnect made use of its right to deferment or the right to dissolution of the agreement and afterwards it is established irrevocably that they acted unjustly.

**Article 17. Goods return**

17.1 Goods ordered but not yet delivered and ordered goods that were supplied:

-Non-standard products and products that cannot be supplied ex-stock, cannot be cancelled or returned  
-Goods supplied ex-stock - and current products can be returned in discussion, within 10 days after delivery date.

17.2 The expenses involved in returning the goods are accountable to the principal/client. Furthermore, for every goods return an amount shall be calculated that amounts to a min. of 10% of the net value of the

shipment on the day of receipt, with a minimum of € 8.00 per shipment, unless agreed to otherwise in writing.

17.3 Goods returns should be sent shipping paid with the prior approval of Qonnect, unless specifically agreed to otherwise in writing. The goods return should be accompanied by the invoice number, the date of invoice and the return number.

17.4 Only goods returned in undamaged state and packaging that does not include details of the principal/client such as advertising, company name, price and other notes can be accepted.

#### **Article 18. Cancellation**

18.1 The principal/client rescinds all rights of dissolution of the agreement ex. article 6:265 a.f. C.C. or other statutory specifications, unless legally enforceable specifications object to this. This applies subject to the right to cancel the agreement by virtue of this article.

18.2 Under annulment in the ambit of these general conditions is understood: the termination of the agreement before commencement of the execution of the Agreement by one of the parties.

18.3 Under cancellation in the ambit of these general conditions is understood: the termination of the agreement after commencement of the execution of the Agreement by one of the parties.

18.4 In case the principal/client cancels or annuls the agreement, he shall pay Qonnect a compensation fee to be determined by Qonnect. The principal/client is obliged to compensate Qonnect for all expenses, losses as well as the loss in profit. Qonnect is entitled to fix the expenses, loss and lost profit and - depending on its choice and depending on the activities already performed or supplies - to charge the principal/client 20 to 100% of the agreed price.

18.5 The principal/client is liable towards external parties for the consequences of the annulment or cancellation and indemnifies Qonnect in this regard.

18.6 Amounts already paid by the principal/client shall not be refunded.

#### **Article 19. Applicable Law**

19.1 Only Dutch law shall be applicable on all orders by and agreements with Qonnect.

19.2 The effect of any internationally Treaty on the purchase of tangible goods where the effect between parties can be excluded, shall not be applicable and is hereby specifically excluded. More in particular, the applicability of the Vienna Sales Convention 1980 is specifically excluded.

#### **Article 20. Disputes**

20.1 All disputes based on or following assignments issued and/or orders placed by Qonnect and/or agreements entered into with Qonnect shall initially with exception be submitted with the district court in Maastricht.

20.2 With regard to disputes resulting from agreements signed with a principal/client established outside the Netherlands, Qonnect is entitled to act in accordance with the stipulations under section 1 of this article or - depending on its choice - submit the disputes to the jurisdiction of the Court in the country or State where the principal/client is established.

The invalidity or nullification of any stipulation of these conditions or of the agreement on which these conditions apply, shall not affect the other stipulations.

The principal/client and Qonnect shall replace the specifications that are invalid or overruled by valid specifications that cover as far as possible the same range as the invalid or the overruled specifications.