

GENERAL TERMS AND CONDITIONS

General terms and conditions of delivery and payment of BCSI Systems BV

Status: 12/2024

1. SCOPE

These Terms and Conditions apply to all purchases submitted or to be submitted by you (the "Client") for any a BCSI Systems BV equipment or applications (the "Products"), including, but not limited to, (i) hardware devices, accompanying items and accessories including devices, items or accessories containing pre-installed software ("Hardware"), (ii) BCSI Systems BV software, including content and content programs offered by BCSI Systems BV and all Internet-based downloadable ("Software") and (iii) services offered by BCSI Systems BV from time to time ("Services").

2. ORDERS

Any purchase order submitted is subject to acceptance by BCSI Systems BV. Only upon acceptance by BCSI Systems BV by way of an order confirmation is the agreement concluded. BCSI Systems BV reserves the right to reject any orders in full or in part.

3. PRICE AND PAYMENT

3.1. Our prices shall apply ex works if not stated differently, i.e. excluding dispatch, packaging and insurance costs, as well as statutory VAT; should a price not be specifically agreed, the respective current price list shall apply. Separately agreed down-payment discounts or cash discounts shall not apply should our claim not be fulfilled in its entirety.

3.2. Unless otherwise agreed, the purchase price shall fall due as follows:

- 30% of the invoice amount following receipt of our confirmation of order.
- 60% of the invoice amount following receipt of our notification of readiness for dispatch.
- 10% of the invoice amount following 30 days after installation.

Payment shall be made without deduction; bills of exchange shall only be accepted on account of performance. Charges for bills of exchange and discounts shall be borne by the Client. The acceptance of bills of exchange shall not signify a deferment of the claim; we shall still be entitled to demand gradual cash payment of the claim in return for the relinquishment of the bill of exchange once payment falls due. In the event of letters of credit, the client shall bear all accrued charges and costs. In the event of collection and clean payment payments, the client shall bear all accrued costs, bank charges and payment provisions.

3.3. Only in the event of uncontested or legally determined counterclaims may the Client offset or exercise a right of lien with reference to such claims. The Client may not exercise any right of lien, which is not based on the same contractual relationship.

3.4. Should we become aware, after concluding the contract, that objections have been raised to any of the Client's bills or exchange, or judicial execution proceedings have been initiated against it, or any other asset deterioration has occurred, we may also immediately demand any claims not yet due as well as such claims arising from the business connection for which a bill of exchange or cheque has been surrendered, if and to the extent in which our due consideration is at risk as a result of the above designated circumstances.

3.5. Non-compliance with these terms and conditions of payment shall entitle us to discontinue each delivery and only deliver against advance payment or cash, until such time as the arrears have been settled.

3.6. In the event of default, our claim shall be charged at an interest rate of 8% above the respective base interest rate. For the second and any subsequent reminders, lump sum collection expenses in the amount of € 10.00 per reminder shall be levied.

4. DELIVERY AND RISK OF LOSS

4.1 The risk of loss or damage to the Products will pass to the Client at the moment the Products leave the BCSI Systems BV production facility. If Client refuses or neglects to take delivery of the Products, BCSI Systems BV reserves the right to charge the Client up to the full order value. In case the wrong Product is delivered, it shall be returned to BCSI Systems BV at BCSI Systems BV expense.

4.2. Unforeseeable circumstances outside our sphere of influence (such as e.g. strikes, lockouts, etc.) shall entitle us to postpone the delivery for the duration of the hindrance, including an appropriate run-up time, or to withdraw from the contract due to the non-fulfilled part thereof; this shall apply irrespective of whether the above-designated events have occurred at our own location or at that of one of our suppliers. The right of withdrawal shall not exist should the events cause only a brief interruption to our delivery capability.

5. RETENTION OF OWNERSHIP

5.1. We shall retain the ownership of the delivered goods until all our claims against the Client have been satisfied. For the duration of the retention of ownership the Client shall be obligated to treat the conditional products carefully and to appropriately insure them on our written request.

5.2. The Client shall only be permitted to sell the delivery items subject to retention of ownership (hereinafter: conditional products) within the scope of proper business transactions. The Client shall not be entitled to pledge the conditional products, assign them as securities or make any other disposals that may endanger our property. At this juncture the Client hereby already assigns the claims from the resale to us, and we already accept said assignment. The Client shall have the revocable empowerment to collect the claims assigned to us on its own behalf. We may revoke this empowerment, as well as the entitlement to resale, if and to the extent in which the Client falls into arrears with payments due to us.

5.3. Any access by third parties to the goods subject to retention of ownership or to the transferred claims shall be immediately reported to us.

5.4. Processing of or alteration to the conditional products shall ensue on our behalf as manufacturers, but without any obligation on our part. Should our (co-)ownership expire due to the combination or amalgamation with other goods, it is hereby already agreed that the Client's (co-)ownership of the uniform item shall transfer to us at the value percentage (invoice value) and that the item shall be considered as a conditional commodity in this respect. In such case Clause 5.2 shall apply accordingly.

5.5. Should the Client fall into arrears with its payment obligations, irrespective of our other rights we may immediately demand the surrender of the conditional products. This shall be considered as a withdrawal from the contract, which, in the event of default, is permissible without further prerequisites. The costs of the return and recycling shall be borne by the Client. The recycling costs shall be set at a lump sum of 15% of the recycled revenue, with the Client still being allowed to provide evidence of lower costs.

5.6. Should the realisable value of the securities at our disposal exceed the value of the claims to be insured by a total of more than 20%, we shall insofar be obligated to release the securities of our choice at the Client's request.

6. RETURN POLICY

Unless otherwise agreed, delivered goods may not be returned. However, should goods be returned, the acceptance of such goods shall not be considered as the approval of a credit note, even when the receipt of the goods is acknowledged in writing.

7. LICENSE, COPYRIGHT & CONFIDENTIALITY

7.1 Subject to these Terms and Conditions, Client is granted a license to reproduce in order to install and execute the Software, Services and/or the data, information, functionality or other content ("Content") provided to Client as part of the Hardware or via for personal and private use only on the terms set out in this article. Client may install and use the Software, Services and Content on only one computer device at any time and in combination with only one Product. Client may not provide the Software, Services or Content to others, directly or indirectly for their or anyone else's use. This License is non-exclusive and non-transferable which means that BCSI Systems BV is free to license the Software, Services and Content to other Clients and that Client's right to use the Software, Services and Content cannot be transferred to someone else or to another piece of Hardware. This License does not include any right to obtain future upgrades, updates or supplements to the Software, Services or Content. If upgrades, updates or supplements to the Software, Services or Content are obtained, however, the use of such upgrades, updates or supplements will be governed by these Terms and Conditions.

7.2 BCSI Systems BV reserves the right, with or without notice, to discontinue update, upgrade and supplement services provided to Client or made available to Client through the use of the Software, Services or Content, unless the provision of such updates, upgrades or supplements forms an integral part of the Product, as indicated by BCSI Systems BV at the time of sale.

8. THIRD PARTY SOFTWARE MATERIALS

BCSI Systems BV Products may make use of third-party software codes, data, information functionality, other content and algorithms ("Third Party Materials"). The use of third-party Materials included in the Products may be subject to other terms and conditions.

9. NOTIFICATIONS OF DEFECT AND WARRANTY RIGHTS

9.1 The goods shall be inspected immediately on delivery. Any notifications of defect shall be made immediately, or at the latest by the expiration of the 8th day following the date of receipt. Should the customer fail to make the notification, the goods shall be considered as approved, unless the defect in question is not recognisable during the inspection. Should such a defect reveal itself later, the notification shall be made immediately on discovery; the goods shall otherwise be considered as approved, even taking such a defect into consideration.

9.2 BCSI Systems BV offers a limited carry in warranty ("Warranty") that the Hardware will be free from defects in workmanship and materials under normal use ("Defects") for a period of one (1) year from the date the Hardware was purchased ("Warranty Period") unless an extended warranty has been purchased by the Client. With the exception of the duration of the Warranty, all terms and conditions of the Warranty apply to any extended warranty.

9.3 This Warranty does not cover damage caused by normal wear and tear. The warranty does not cover damage as a result of the Hardware being opened or repaired by someone not authorized by BCSI Systems BV, and does not cover damage caused by: misuse, moisture, liquids, proximity or exposure to heat and accident, abuse, non-compliance with the instructions supplied with the Hardware, neglect or misapplication. The Warranty does not cover consumables such as cutting underlay, blades and similar tooling that wears.

9.4 During the Warranty Period, the costs of the rework/subsequent fulfilment shall be borne by us, with the exception of the costs accrued due to the dispatch of spare parts, the return transport of the product, or the travel expenses of our employees (or those) commissioned with the rework.

9.5 The following is expressly excluded from the Warranty:

1. Any unauthorized modification or repair, where tampering/disassembly is evident, or improper disassembly/reassembly even if authorized;
2. Consumables such as cutting underlay, blades and similar tooling with normal wear & tear;
5. Costs of shipping and handling, including duties & VAT if applicable;
6. Damage due to shipping;
7. Incidental or consequential damages such as water, excess heat, electrical discharge, abuse, misuse, neglect, unusual operating conditions or improper storage;
8. Normal wear & tear including scratches and nicks;
9. Problems reasonably repairable by the Client.

9.6 In order to make a claim under the Limited Warranty of a Defect, Client must contact BCSI Systems BV by email during the Warranty Period via to explain the Defect and to obtain a Return Materials Authorization number if necessary. This Warranty does not apply when the proof of purchase cannot be confirmed or is claimed by anyone other than the Client. The Hardware must be returned to BCSI Systems BV as soon as possible following Client's notification of the Defect, along with an explanation of the Defect, to the address provided by BCSI Systems BV. Client must comply with any other return procedures stipulated by BCSI Systems BV, if any. This Warranty is not transferable.



10. LIMITATION OF LIABILITY

Neither BCSI Systems BV nor its suppliers shall be liable to Client or to any third party for any indirect, incidental, consequential, special, punitive, or exemplary damages (including in each case, but not limited to, damages for the inability to use or access the products, loss of data, loss of business, loss of profits, business interruption or the like) arising out of the use of or inability to use the products, even if BCSI Systems BV has been advised of the possibility of such damages.

11. OWNERSHIP OF INTELLECTUAL PROPERTY.

All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights and other information or intellectual property disclosed or otherwise provided to the Client by BCSI Systems BV, and all rights therein (collectively, "Intellectual Property") will remain the property of BCSI Systems BV and will be kept confidential by the Client in accordance with these Terms. The Client has no claim to, nor ownership interest in, any Intellectual Property, and such information, in whatever form and any copies thereof, shall be promptly returned to BCSI Systems BV upon request from BCSI Systems BV. The Client acknowledges that no license or rights of any sort are granted to the Client hereunder in respect of any Intellectual Property, other than the limited right to use BCSI Systems BV Products or receive the Services purchased from BCSI Systems BV.

12. EXPORT CONTROLS

Client shall comply with all applicable laws and regulations, including without limitation the Dutch Administration Act, regarding the export of technology with respect to the Products.

13. FORCE MAJEURE

Force majeure means circumstances that impede the fulfilment of BCSI Systems BV's obligations under these Terms and Conditions which are not within BCSI Systems BV's reasonable control, including late and/or delayed deliveries and incomplete deliveries by BCSI Systems BV caused by circumstances beyond BCSI Systems BV's reasonable control. In a force majeure situation all of BCSI Systems BV's obligations shall be suspended. Should the period in which BCSI Systems BV cannot fulfil its obligations as a result of force majeure continue for longer than one hundred and fifty (150) calendar days, both parties shall be entitled to dissolve the purchase agreement in writing without there being an obligation to pay any compensation whatsoever arising out of or in connection with that dissolution?

14. PRIVACY

BCSI Systems BV will not disclose information regarding Client's personal details, account or transactions to any third party other than required by Dutch law.

15. SURVIVAL

Any provisions in these Terms and Conditions which by their nature extend beyond the termination or expiration of any sale or license of the Products will remain in effect.

16. SEVERABILITY

If any provision of these Terms and Conditions is deemed to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. BCSI Systems BV and the Client are deemed to have agreed to new terms and conditions in substitution for such invalid provisions. These new terms and conditions shall be interpreted, as regards their contents and effect, as closely as possible to the original text as written but in such a way that rights can indeed be derived from them.

17. GOVERNING LAW

These Terms and Conditions and any disputes related to these Terms and Conditions or to the purchase and use of the Products or otherwise are subject to the laws of The Netherlands. The United Nations Convention on Contracts for the International Sales of Goods is hereby excluded from application to these Terms and Conditions. All disputes arising out of these Terms and Conditions shall be settled by courts in Amsterdam, which will have exclusive jurisdiction in respect of any such disputes.

18. TRANSLATIONS

The English version of these terms and conditions is the prevailing version for your purchase. Any translations are provided for convenience only.