

These general terms and conditions have been drawn up by **Dutch IoT Solutions B.V. (DIS)**.

1 Definitions

Offer: an offer made by DIS in writing.

General Terms and Conditions: these general terms and conditions.

Order: any individual order placed by a Client.

DIS: Dutch IoT Solutions B.V.

Client: any natural person or legal entity with whom or which DIS has entered into an agreement.

Agreement: any agreement entered into between DIS and a Client.

Party: DIS or a Client severally.

Parties: DIS and a Client jointly.

SLA: a service level agreement appended to an Agreement.

2 General

The provisions of these general terms and conditions shall govern any Offer, Agreement and any other legal relations between DIS and a Client.

Where an Agreement contains definitions and/or provisions which derogate from these General Terms and Conditions, the provisions of that Agreement shall prevail.

In the event that there is a conflict between or confusion concerning translations of the text of these General Terms and Conditions, the text set out in Dutch shall prevail.

Should a provision of these General Terms and Conditions be void or nullified, or the Parties are unable to rely on them on other grounds, DIS shall be entitled to replace such provision with a valid, enforceable one. In this respect the purpose and purport of the original provision shall be approximated as far as possible.

DIS reserves the right to amend these General Terms and Conditions during the term of an Agreement. The most recent version of these General Terms and Conditions shall automatically govern every Agreement as soon as DIS notifies the relevant Client.

For the purposes of these General Terms and Conditions 'written' or 'in writing' is also deemed to include by email, provided that the identity of the sender and the integrity of the relevant email message have been appropriately established.

3 Offers, Orders and the conclusion of an Agreement

3.1 Offers

Every offer shall be free of obligation, unless it stipulates a deadline for its acceptance. All catalogues, brochures, price lists and the like which DIS may publish or use shall also be free

of obligation. Where an Offer stipulates a deadline for its acceptance and/or mentions any other specific conditions, a Client may only accept such Offer by doing so by the stipulated deadline and/or by consenting to the stipulated conditions.

3.2 Cancellation of an Order

An Order that a Client has placed may not be revoked or cancelled without DIS's prior consent, which DIS may give subject to conditions.

3.3 Conclusion of an Agreement

An Agreement shall only be concluded after DIS confirms its conclusion in writing unless the relevant Offer stipulates a deadline for its acceptance. In that case an Agreement shall be concluded as soon as the relevant Client accepts the Offer by the stipulated deadline.

3.4 Amended notice of acceptance

In the event that a Client's notice of acceptance derogates from the relevant Offer in any respect, an Agreement shall only be concluded at such time as DIS confirms the conclusion and substance of the Agreement by means of a notice of confirmation.

4 Non-disclosure

4.1 Prohibition

In the absence of written consent, the Parties shall be prohibited from copying or replicating in any way whatsoever any information or part thereof that is evidently of a confidential nature, or of disclosing (or arranging for this to be done), selling or supplying same to a third party or allowing the latter to use it.

4.2 Right to use confidential information

The Parties shall only be permitted to use confidential information in so far as this is necessary for the purposes of complying with the relevant Agreement. A Party shall be required to return all confidential information supplied to them immediately when first requested to do so, as well as in the event that an agreement is not concluded, ends prematurely or is cancelled.

5 Amendment of an agreement

5.1 Amendment of an Agreement

Any additional arrangements or an amendment of an Agreement, as well as any arrangements (verbal or otherwise) made by and/or undertakings given by DIS staff, vendors, agents or representatives on behalf of DIS, any other party engaged by the latter or any intermediary, shall only be binding on DIS provided that a person entitled to do so confirms same on behalf of DIS.

5.2 Cost of amendment

In the event that an amendment of an Agreement is agreed to, the relevant Client shall be required to compensate DIS for any related costs that DIS reasonably incurs as a result of such amendment. In this respect one might consider the cost price of any materials or manpower that has already been procured, suppliers' price adjustments or costs incurred as a result of the cancellation of supplies which were originally required for the purposes of complying with the unamended Agreement.

6 Prices

6.1 Euros

Unless stipulated otherwise in and Offer, all prices shall be cited in euros exclusive of VAT, import

and excise duties, other levies, taxes, the cost of packaging and insurance, and any removal contribution.

6.2 Price increases

In the event that any inflationary circumstances occur between the date on which an Agreement is concluded and its execution as a result of legislation, regulations, currency fluctuations or price adjustments affecting any other party or supplier engaged by DIS and the like, DIS shall be entitled to raise the agreed price accordingly and to charge it to the relevant Client.

6.3 Transport and insurance costs in the Netherlands

Unless otherwise agreed, a Client shall be liable for transport and insurance costs incurred for the purposes of supplying goods within the Netherlands.

6.4 Transport and insurance costs abroad

Unless otherwise agreed, goods shall be delivered Ex Works outside the Netherlands in accordance with the latest version of Incoterms applicable when the relevant Offer was made.

6.5 Other charges

Charges for assembling, installing, building in, extending, enlarging, hooking up, detaching, building, connecting, configuring, aligning, calibrating, validating, regulating, training, testing, inspecting and commissioning shall only be included in the price or at any rate constitute part of the relevant supply in so far as the Parties have agreed to this in writing.

7 Risks

7.1 Passing of risks in the Netherlands

Any goods ordered by a Client shall be delivered to the latter by placing them at their disposal. Any risks shall pass to a Client at such time as the relevant goods are placed at their disposal.

Where the Parties agree that DIS will arrange the transport, the time when the relevant goods are delivered to the agreed place shall be deemed to be when they are placed at the Client's disposal.

In the event that the Parties agree that the Client will arrange transport or will collect the goods from DIS, the time when DIS notifies the Client that they may collect the products shall be deemed to be when they are placed at their disposal.

8 Delivery

8.1 Part-delivery

DIS shall be entitled to deliver goods in parts and to charge for each part separately.

8.2 Source code for bespoke work

Unless otherwise agreed, any source code shall not constitute part of the goods that are to be supplied.

8.3 Indicative delivery deadlines

A delivery time stipulated in an Agreement shall be of an indicative nature and shall never constitute a material deadline.

9 Warranties and spare parts

9.1 Term of warranty

Unless an agreement explicitly stipulates otherwise, the warranty referred to in Article 9.2 shall be valid for a term of warranty of two (2) years, which term shall commence at such time

as any risk pertaining to the relevant item passes from DIS to the Client concerned.

9.2 Nature of warranty

In the event that a Client has a complaint concerning an item that DIS has supplied to them, the Client shall be entitled to send the item to DIS for it to inspect at their own risk and expense, provided that the term stipulated in Article 9.1 has not expired in respect of that item. DIS shall inspect an item after receiving it. Should DIS established that there are grounds for a Client's complaint, it shall do the following at its discretion: (a) repair the item and return it to the Client; or (b) send the Client a replacement item.

The warranty referred to in Article 9.2 shall be the sole remedy available to a Client in the event that an item which DIS has supplied to them fails to conform to the relevant Agreement as stipulated in Article 7:17(1) of the Dutch Civil Code. Article 7:21 of the Civil Code shall not apply.

In the event that a Client has a complaint concerning multiple goods which DIS has supplied to them, the Client shall send them to DIS together simultaneously as far as is possible to do so.

Should DIS deem there to be no grounds for a complaint referred to in this Article 9.2, DIS shall notify the relevant Client of this in writing. Where required, DIS shall return an item which is the subject of a complaint to the relevant Client. In the event that a Client indicates that they would like to have an item repaired, Article 9.4 shall apply *mutatis mutandis*.

9.3 Limitation of warranty

The warranty referred to in Article 9.2 shall at any rate not apply where the reason for a complaint is due to:

- (a) the inappropriate assembly, installation, repair or replacement of the relevant item or part of it (which is at any rate deemed to include assembly or installation that does not occur in accordance with any assembly instructions issued by DIS);
- (b) the abnormal, inappropriate or careless use and/or maintenance of the relevant item or part of it;
- (c) any circumstances which occur external to the relevant item or any part of it (for example, environmental conditions, such as humidity, temperature and so forth);
- (d) normal wear and tear, or the normal use or ageing of the relevant item or any part of it.

9.4 Support not covered by a warranty

As long as the term of warranty referred to in Article 9.1 in relation to an item which DIS has supplied to a Client has not expired, should such item exhibit a flaw or defect in respect of which the warranty referred to in Article 9.2 does not apply, the Client may send the item to DIS at their own risk and expense. Depending on the nature of the flaw or defect and acting at its own discretion, DIS shall either repair or replace the relevant item in accordance with the rates which it then employs and shall send the repaired or replacement item to the Client concerned.

9.5 No extension of term of warranty

The repair or replacement of an item as provided for in Article 9.2 or 9.4 shall not result in the extension or renewal of the term of warranty applicable in relation to that item.

9.6 Comparable items or parts

In the event that an item is repaired as provided for in Article 9.2 or 9.4, DIS shall be at liberty to use parts which are not identical to those that originally constituted part of that item but which

are similar to them, provided that DIS is of the opinion that this will not have an adverse effect on the normal use of the item. Where an item is replaced as provided for in Article 9.2 or 9.4, DIS shall be at liberty to supply an item that is not identical to the one which is to be replaced but which is however similar to it, provided that DIS is of the opinion that such similar item is suitable for the same normal use as that of the item to be replaced.

9.7 Costs of shipping and insurance

Unless otherwise agreed, the costs incurred to ship and insure any item which DIS returns or sends to the relevant Client in accordance with Article 9.2 or 9.4 shall be borne by the latter.

10 Force majeure (non-culpable non-compliance)

10.1 No obligation in the case of force majeure

Neither Party shall have a duty to comply with any obligation, which is deemed to include any warranty undertaking that the Parties have agreed to, in the event that they are prevented from doing so as a result of *force majeure* within the meaning of Article 6:75 of the Civil Code.

10.2 Cancellation

Where a situation of *force majeure* persists for longer than ninety (90) days, either Party shall be entitled to cancel the relevant Agreement in writing. In that case whatever performance has already been effected pursuant to such Agreement shall be settled proportionately and the Parties shall not owe each other anything else. The Parties shall effect any payment pursuant to such settlement immediately.

11 Retention of title

11.1 Extensive retention of title

Subject to what is stipulated in respect of risks and their passing, all items supplied by or on behalf of DIS shall remain the latter's property until such time as the relevant Client has complied with all of their obligations towards DIS that are due.

11.2 Implications of sale

A Client shall be entitled to sell or use any items that are subject to retention of title on the part of DIS for the purposes of their normal business operations. Nevertheless, such items may not be encumbered with a security right. In the event that an item which is subject to retention of title on the part of DIS is transferred, the relevant Client shall have a duty to retain identical title and to assign all amounts receivable from the Client's debtor up to the amount owed to DIS when the latter first requests this.

12 Liability

12.1 Prevention of loss

What DIS has supplied can probably be used in the relevant Client's processes or installations. DIS is not generally fully aware of the manner in which a consignment is installed or used, the circumstances in which it is used or the specific requirements which are stipulated in respect of it. A Client shall always adopt appropriate measures to avoid unnecessary or unnecessarily extensive loss in the event that an item supplied by DIS becomes defective.

13 DIS's liability

DIS's liability in respect of the goods which it supplies shall explicitly be confined to complying with the warranty obligations set out in Article 9.2 of these General Terms and Conditions.

Under no circumstances shall DIS be liable for any loss which is suffered due to the use by the relevant Client or a third party of any goods supplied by DIS, unless such loss is due to a defect for which DIS is liable pursuant to a failure to comply with any warranty provided.

Subject to the foregoing, DIS shall only be liable for any direct loss. Liability for indirect, consequential or intangible loss, which is deemed to include loss of earnings, losses suffered, foregone savings due to the disruption of business or anything else and so forth shall at all times be explicitly precluded.

Subject to the provisions of this Article 13, DIS's liability shall in all cases be confined to the sum that its liability insurer actually pays out in the relevant harmful circumstances.

A Client shall indemnify DIS against any claim made by another party in relation to damage or loss in respect of which DIS has precluded and/or limited its liability towards the Client.

Any legal entity or company which is associated with DIS as part of a group within the meaning of Article 2:24b of the Civil Code and which DIS engages for the purposes of executing an Agreement may invoke any exclusion or limitation of liability in relation to a Client that DIS has stipulated in these General Terms and Conditions and/or the relevant SLA.

14 Termination of an agreement

14.1 Compensation for loss

In the event that a Client cancels, rescinds or terminates all or part of an Agreement, DIS shall not have a duty to pay the Client compensation on any grounds whatsoever.

15 Miscellaneous

15.1 Intellectual property rights

Unless explicitly agreed otherwise, nothing stipulated in an Agreement shall serve to transfer any of DIS's intellectual property rights.

15.2 Privacy

A Party shall at all times comply with their obligations pursuant to the General Data Protection Regulation (GDPR). In this respect either Party shall at all times process any personal data which they receive from the other Party in accordance with the GDPR.

In the event that a relationship of a controller to a processor exists between a Client and DIS when executing an Agreement, the Parties shall enter into a data processing agreement as provided for in Article 28 of the GDPR.

15.3 Relationship to the relevant SLA

Where an SLA includes provisions governing services which DIS is to provide to the relevant Client that derogate from these General Terms and Conditions, the provisions of the SLA shall prevail.

16 Governing law and disputes

16.1 Law of the Netherlands

Every Offer, Agreement or other legal relationship between the relevant Parties shall be governed by and construed in accordance with the law of the Netherlands. The Vienna Sales Convention 1980 shall not apply.

16.2 Choice of forum

Any dispute arising pursuant to an Agreement concluded between DIS and a Client shall be brought before a competent court of law in the district in which DIS has its registered office.

16.3 Optional arbitration

Where a Client has its registered office in a country which does (or may) not recognise a judgment handed down in the Netherlands, DIS shall (also) be entitled to bring a dispute before an arbitration tribunal, which at DIS's discretion shall consist of one (1) or three (3) arbitrators and which shall be appointed in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC). The dispute shall be adjudicated in accordance with the aforementioned Arbitration Rules. The place where DIS has its registered office shall serve as the venue for arbitration. The language in which arbitration proceedings are to be held shall be English or Dutch, such to be determined at DIS's discretion before the arbitration proceedings.