

Art. 1. Definitions

In these general terms and conditions the following terms have the following meanings:

- seller: Xerographic Print Service BV, trading as Xytech – Module Technologies;
- purchaser: a natural person or legal entity (whether or not under public law), who or which concludes an agreement with the seller for the delivery of goods and/or the performance of services;
- products: all goods and/or services offered or supplied by the seller.

Art. 2. Applicability of these terms

These terms and conditions apply to all quotations of the seller and/or to all agreements concluded with the seller, as well as the performance of such. These terms are applicable to the exclusion of any terms used by the purchaser or a potential purchaser.

Art. 3. Specifications and delivery details

- 3.1 The purchaser guarantees the correctness, completeness and reliability of the data and information supplied to the seller by him or on his behalf. The seller is only obliged to (continue to) execute the order if the purchaser has provided all the data and information reasonably required by the seller. Furthermore, if data necessary for performance of the agreement is not available to the seller, or is not available on time or in accordance with the agreements, or if the purchaser fails to fulfil his obligations in some other way, the seller has the right to charge for the costs incurred as a result in accordance with its usual rates. The purchaser will indemnify the seller as well as the seller's employees for claims by third parties, including the seller's employees, who suffer loss or harm in connection with performance of the agreement as a result of the actions of the purchaser or his failure to act, the incorrectness or incompleteness of data or information supplied by or on behalf of the purchaser and/or unsafe situations in his firm or organisation.
- 3.2 Indications of quantities, quality, performances and/or other characteristics relating to the seller's products are prepared with as much care as possible, but the seller cannot guarantee that deviations will not occur. These indications must therefore be considered approximations and are not binding. The purchaser should check conformity with quantities, quality, performances and/or other characteristics stated by or agreed with the seller at delivery of the products.
- 3.3 Illustrations, descriptions, catalogues, advertising material and quotations do not bind the seller.
- 3.4 The purchaser must ensure that the products to be ordered and/or ordered by him and the associated packaging, labelling and other information comply with all the regulations laid down in this respect by the authorities in the country of destination. The use of the products and their conformity with the government regulations is at the risk of the Purchaser.
- 3.5 Unless otherwise agreed, a variation of plus or minus 10% between the specified quantity and the quantity delivered is permissible and shall therefore not be considered to be a defect.

Art. 4. Inspection by purchaser

The purchaser is obliged to inspect the products immediately after delivery, on penalty of loss of any right to complaint and/or claim with regard to a defect. In the event delivery is not ex works, any complaints regarding the quantity of the goods supplied and/or visible damage should be entered in the bill of lading or consignment note upon delivery, absent which the bill of lading or the consignment note will form binding evidence against the purchaser.

Art. 5. Offers

- 5.1 All quotations by the seller are free of engagement. Orders and acceptances of quotations by the purchaser are irrevocable.
- 5.2 The seller is only bound if he has confirmed acceptance of the offer in writing or has commenced execution.
- 5.3 Any inaccuracies or alleged inaccuracies in the seller's order confirmation should be communicated to the seller in writing within 2 days of the date of the confirmation, failing which the order confirmation will be considered to be an accurate and complete representation of the agreement and the purchaser will be bound to it.
- 5.4 Verbal undertakings or agreements by or with its staff bind the seller only after and in so far as the seller has confirmed this in writing.

Art. 6. Delivery

- 6.1 Unless agreed otherwise, delivery is ex works. Where one of the Incoterms has been agreed as a term of delivery, the Incoterms current at the date on which the agreement was concluded shall apply.
- 6.2 The purchaser is obliged to accept the products at the time that they are delivered to him or at the time that they are made available to him in accordance with the agreement.

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6.3 If the purchaser does not accept the products or does not come to collect them or have them collected, they will be stored for the account of and at the risk of the purchaser for as long as the seller deems desirable and/or necessary. In this case, and also in the case of any other (attributable) fault on the part of the purchaser, the seller at all times has the authority to require compliance with the agreement, or to cancel the agreement (extra-judicially), at the discretion of the seller and without prejudice to its rights to compensation for the loss suffered and the profit lost, including the costs of the storage.

6.4 The seller reserves the right to deliver in parts. Each partial delivery may be invoiced separately. In that case, the purchaser is obliged to pay in accordance with the provisions of Article 9 of these terms and conditions.

Art. 7. Delivery dates

7.1 Quoted and agreed delivery times are approximate and should never be regarded as a deadline. Exceeding a delivery time does not oblige the seller to pay compensation, nor does it give the purchaser the right not to comply with or to suspend its obligations arising out of the agreement. However, the purchaser is entitled to cancel the agreement if and in so far as the seller does not execute the order within a reasonable period set by the purchaser, which is at least equal to the delivery time initially quoted or agreed. In that case, the seller will not owe any compensation.

7.2 The delivery time is based on the work conditions applicable at the time the agreement is concluded and on the assumption of on time delivery of the items required by the seller in order to comply with the agreement. If a delay occurs as a result of a change in work conditions and/or the late delivery of items required by the seller, the delivery time will be extended in so far as this is necessary.

7.3 The delivery time will be extended by the length of the delay which occurs on the part of the seller as a result of non-compliance by the purchaser with any obligation arising out of the agreement or cooperation requested from him with regard to performance of the agreement.

Art. 8. Prices

8.1 Unless otherwise agreed, prices are in Euro's, exclusive of transport costs, other than standard packaging materials, value added tax and all other taxes and/or duties levied by any government authority.

8.2 If cost-determining factors, including taxes, excise duties, import duties, exchange rates, wages, the prices of goods and/or services (whether or not obtained from third parties by the seller), change after the offer and/or the conclusion of a contract, the seller is entitled to adjust the prices accordingly.

Art. 9. Payment

9.1 At all times the seller has the right to request full or partial payment in advance and/or to otherwise obtain security for payment.

9.2 Unless otherwise agreed in writing, payment of the seller's invoices is due within 30 days of the invoice date. Payments must be made in invoice currency without deduction or set-off and without any suspension for supposed or actual shortcomings by the seller.

9.3 If a payment is not received on time the purchaser owes to the seller, without further notice of default, the Dutch statutory commercial interest ex article 6:119a BW calculated from the due date up to and including the date of payment., In addition, the seller may at its discretion either suspend further deliveries or dissolve the agreement, without the intervention of the courts.

9.4 The full purchase price will in any case become immediately due and payable in the event of non-payment of an agreed payment instalment or if the purchaser goes bankrupt, is granted suspension of payments, is placed under guardianship, has its possessions attached, or in the event of death where the purchaser is a natural person or on the purchaser's winding up or cessation of business.

9.5 All collection costs shall be paid by the purchaser. The extrajudicial collection costs will be calculated based on the Extrajudicial Collection Costs Decree (*Besluit Vergoeding Buitengerechtelijke Incassokosten*), subject to a minimum of EUR 40.

9.6 Payments made by the purchaser always go first of all to settle the costs owed, and then to pay the interest due and finally to pay the payable invoices, which have been outstanding for the longest, even if the purchaser states that the payment relates to a later invoice.

Art. 10. Reservation of title

10.1 The seller retains ownership of the products delivered or to be delivered, until its claims relating to the products delivered or to be delivered have been met in full by the purchaser, including the claims resulting from failure to comply with one or more agreements.

10.2 The purchaser is permitted to consume, process, sell or transfer the goods delivered under reservation of title in the normal course of its business. The purchaser is not permitted to pledge or otherwise encumber the goods that are subject to reservation of title.

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- 10.3 If the purchaser fails to comply with his obligations, or if the seller has reasonable grounds to assume that the purchaser will fail in his obligations, the seller has the right to withdraw the above permission and/or to recover the products belonging to it (or have them recovered) from the place where they are located, at the expense of the purchaser.. The purchaser is obliged to extend full cooperation to the seller in the exercise of the reservation of title.
- 10.4 The purchaser is obliged to exercise due care when keeping the products supplied under reservation of ownership and to keep them as identifiable property of the seller.

Art. 10.a Reservation of title for German purchasers

- 10.a.1 For German purchasers the reservation of title of this Article 10.a shall apply.
- 10.a.2 Das Eigentum an den gelieferten Waren bleibt bis zur Sicherung aller Ansprüche vorbehalten, die uns aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Abnehmer und seine Konzerngesellschaften zustehen. Unser Eigentum erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Abnehmer (Purchaser) stellt die neue Sache unter Ausschluss des eigenen Eigentumserwerbs für uns her und verwahrt sie für uns. Hieraus erwachsen ihm keine Ansprüche gegen uns.
- 10.a.3 Bei einer Verarbeitung unserer Vorbehaltsware mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwerben wir zusammen mit diesen Lieferanten – unter Ausschluss eines Miteigentumserwerbs des Abnehmers – Miteigentum an der neuen Sache, wobei unser Miteigentumsanteil dem Verhältnis des Rechnungswertes unserer Vorbehaltsware zu den Gesamtrechnungswert aller mitverarbeiteten Vorbehaltswaren.
- 10.a.4 Der Abnehmer tritt bereits jetzt seine Forderungen aus der Veräußerung von Vorbehaltsware aus unseren gegenwärtigen und künftigen Warenlieferungen mit sämtlichen Nebenrechten im Umfang unseres Eigentumsanteils zur Sicherung an uns ab.
- 10.a.5 Bei Verarbeitung im Rahmen eines Werksvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages unserer Rechnung für die mitverarbeitete Vorbehaltsware schon jetzt an uns abgetreten.
- 10.a.6 Solange der Abnehmer seinen Verpflichtungen aus der Geschäftsverbindung an uns ordnungsgemäß nachkommt, darf er über die in unserem Eigentum stehende Ware im ordentlichen Geschäftsgang verfügen und die an uns abgetretenen Forderungen selbst einziehen.
- 10.a.7 Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Abnehmers sind wir berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen.
- 10.a.8 Scheck- / Wechselzahlungen gelten erst nach Einlösung der Wechsel durch den Abnehmer als Erfüllung.
- 10.a.9 Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschließlich deutsches Recht.

Article 10.b Reservation of title for Belgian purchasers

- 10.b.1 For Belgian purchasers the reservation of title of this Article 10.b shall apply.
- 10.b.2 The seller shall remain full and sole owner of the products delivered until his claims relating to the products delivered have been fully paid by the purchaser, including any claims based on any default in any obligation following from the agreement regarding the products delivered. Only after full payment has been received will ownership transfer from the seller to the purchaser.
- 10.b.3 If the purchaser is in default with any payment or other obligation regarding the products delivered, the seller will be entitled to recover the products delivered to the purchaser from the place at which they are kept, at the purchaser's expense.
- 10.b.4 The purchaser shall not be entitled to pledge or transfer ownership of the products delivered, as long as the products have not been fully paid for. The purchaser shall be obliged to keep the products delivered subject to the retention of title with due care and recognizable as property of the seller.

Art. 11. Complaints

- 11.1 Complaints regarding quantities or visible defects in products must be notified with details to the appropriate contact window of the seller in writing as soon as possible, but at latest within 5 working days of delivery of the products. Failing this, the purchaser is deemed to have accepted the product unconditionally. Complaints regarding concealed defects must be reported in writing as soon as the defect is discovered or could reasonably have been discovered, but at latest within 3 months of the delivery of the products. The purchaser should inform the seller in writing of any inaccuracies in invoices within 5 working days of the invoice date, failing which the invoice will be considered to have been approved by the purchaser.

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- 11.2 If the purchaser complains, the purchaser will be obliged to offer the seller the opportunity to examine the products in order to determine the failure. The purchaser will be obliged to keep the products about which a complaint has been made available to the seller, failing which every right to specific performance, repair, dissolution and/or compensation will lapse.
- 11.3 Products complained of may only be returned to the seller following prior written authorisation and dispatch and/or other instructions from the seller, and must be in the original packaging and with the original packing slip. Return consignments must be sent carriage paid in all cases.
- 11.4 The right to complain lapses if the returned goods are no longer in the state in which they were delivered.
- 11.5 Complaints do not suspend payment obligations, not even in the case of return consignments approved by the seller.
- 11.6 Any defects relating to a part of the products delivered do not give the purchaser the right to reject or refuse the entire consignment of delivered products.
- 11.7 After a defect has been discovered in a product delivered, the purchaser is obliged to do everything to prevent or restrict damage, and this expressly includes possible immediate suspension of use, treatment, processing and/or sale.

Art. 12. Warranty

- 12.1 The seller guarantees the soundness of the products supplied by it in accordance with what the purchaser may reasonably expect under the agreement. This guarantee applies for a period of 12 months after delivery, unless otherwise expressly agreed in writing
- 12.2 Should defects nevertheless occur in the products supplied by the seller as a result of manufacturing and/or material faults, then the seller will repair these defects (or have them repaired) or will supply the components necessary for repair (or have them supplied), replace all or some of the products in question or make a reasonable price reduction, at the option and solely at the discretion of the seller.
- 12.3 In any case, the guarantee does not cover defects which occur in or (partly) as a result of:
- normal wear and tear;
 - the failure of (the staff of) the purchaser to comply with instructions or regulations, or as a result of other than the normal use provided for;
 - improper storage, maintenance or use by the purchaser;
 - work by third parties, installation and/or repair by third parties or by the purchaser, without prior written approval from the seller;
 - the application of any government regulation concerning the nature or quality of materials used;
 - products produced and delivered according to designs, drawings or other instructions from the purchaser;
 - items which have been supplied to the seller by the purchaser for processing or execution of an order or which have been employed in consultation with the purchaser;
 - components obtained by the seller from third parties, in so far as these third parties have not provided the seller with a guarantee;
 - the processing of the products by the purchaser, unless the seller has expressly indicated a particular method of processing in its documentation, brochures etc or has given written permission for this without any reservation;
 - vandalism, weather conditions or other external causes.

Art. 13. Industrial and intellectual property

- 13.1 The seller strives to supply only products which in themselves do not in any way infringe Dutch or foreign patent rights, model rights or other third-party intellectual property rights.
- 13.2 If the products supplied by the seller are shown by a court judgment which has become final and binding or by an unconditional written acknowledgement by the seller to have infringed patent rights, model rights or other third-party intellectual property rights, and products have to be withdrawn from circulation by the seller for that reason, the seller will either replace the products in question with products that do not violate any third party right or acquire a licence right under the third party right concerned, or take back the products in question from the purchaser at the price paid for them by the purchaser, less the usual depreciation and without any obligation to pay any form of compensation to the purchaser in that respect.
- 13.3 The purchaser forfeits the entitlement to repayment of the purchase price referred to in 13.2 if the purchaser has not advised the seller promptly and in full of all claims or possible claims by third parties pursuant to patent rights, model rights or other intellectual property rights in respect of the delivered products and/or has not fully informed the purchaser on that matter. In the event of any such situation, the purchaser must prove that he has informed the seller promptly, fully and in writing.
- 13.4 If an order has to be executed in accordance with designs, drawings or other instructions from the purchaser, the purchaser guarantees that this does not result in an infringement of the intellectual or industrial property rights or other rights of third parties. If and in so far as patent rights, model rights or other third-party intellectual property rights in respect of the delivered products are or have been infringed either directly or indirectly as a result of acts by the purchaser and/or a breach of the guarantee described in this article, the purchaser indemnifies the seller for

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all claims of third parties resulting from an infringement of their intellectual or industrial property rights and to compensate the seller fully for all loss or damage suffered in consequence, including future loss or damage.

13.5 All intellectual and industrial property rights relating to the products and items developed, manufactured or issued and/or used by the seller during the performance of the agreement, including quotations, drawings, packagings, manuals, advertising material and images, are vested in the seller.

13.6 The purchaser is prohibited from removing or changing any indication relating to copyright, trade marks, trade names or other rights of intellectual or industrial property relating to the products of the seller.

Art. 14. Liability

14.1 Except for the provisions of Article 12, the purchaser does not have any claim against the seller on grounds of defects in or relating to the products delivered by the seller. Therefore, the seller is not liable for direct and/or indirect damage or loss, including personal injury and property damage, emotional damage, consequential damage (trading loss and/or loss resulting from standstill) and any other loss or damage, resulting from any cause, except in the case of gross fault or intent on his part.

14.2 The seller is also not liable in the aforementioned sense for the actions of his employees and/or third parties which fall within his sphere of risk, including (gross) fault or intent on the part of these employees and/or third parties.

14.3 In all cases in which the seller is obliged to pay any compensation, this compensation will never be higher than the invoice value of the products delivered that have resulted in the damage or in connection with which the damage has been caused. If the damage is covered by the seller's business liability insurance, the compensation will never be higher than the amount actually paid out by the insurer in the case in question.

14.4 The seller is not liable and/or obliged to pay any form of compensation if the purchaser has the possibility to obtain compensation from a third party or from a third party's insurance company.

14.5 Any claim against the seller expires after 12 months after it first arises, unless expressly recognised by the seller.

14.6 The purchaser indemnifies the seller, its employees and third parties used for the execution of the agreement against any claim by third parties, including claims based on product liability, in connection with execution of the agreement by the seller, regardless of the cause, and also against the costs incurred by the seller as a result.

Art. 15. Force majeure

15.1 In the event of force majeure affecting the seller, the seller's performance of its obligations is suspended for the duration of the state of force majeure. The seller will inform the purchaser in writing as quickly as possible of the occurrence of the state of force majeure.

15.2 Force majeure as referred to above is defined as any circumstance or event outside the seller's control that prevents the seller complying with its obligations temporarily or permanently, in whole or in part, or that makes it unreasonable to expect the seller to comply with its obligations. In so far as not already included in the above definition, force majeure affecting the seller also includes war, threat of war, mobilization, riots, frost, ice, blockage of transport routes on land or water, lack of suitable road or rail vehicles or shipping space, difficulties or stagnation in the production of a company whose products the seller sells or of an enterprise from which that company obtains its raw materials and semi-manufactures, strike, blockade, occupation, lightning strike and/or lockout, and government measures.

15.3 Either party has the right to dissolve the agreement partially or completely if the relevant state of force majeure has persisted for more than 3 months calculated from the date of the above written notification by the seller.

15.4 Neither party will have any entitlement to compensation either in the event of suspension or in the event of dissolution as referred to above.

Art. 16. Right of retention

16.1 The seller has the right to retain all the purchaser's property in the seller's possession until the purchaser has fulfilled all obligations directly or sufficiently relating to the property in question that it may have towards the seller.

16.2 While the seller is obliged to look after these goods in accordance with good commercial practice, the purchaser shall have no right to payment or compensation in the event that they are destroyed, partially lost and/or damaged. The risk in respect of the goods rests with the purchaser.

Art. 17. Dissolution

17.1 The seller is entitled to dissolve the agreement completely or in part with immediate effect by means of a written declaration and without notice of default if (i) the purchaser fails to perform properly one or more of his contractual obligations, fails to perform them on time or does not perform them at all; (ii) the purchaser becomes bankrupt, applies for a provisional or permanent payment moratorium, liquidates his business; (iii) attachment is laid on all or part of the purchaser's properties; or (iv) fundamental changes occur in the property or control relationships at the purchaser.

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17.2 In the event of dissolution of the agreement by the seller by virtue of this article, the seller shall never be bound to pay compensation. The purchaser indemnifies the seller against third party claims which have arisen through or in connection with the dissolution and he is bound to indemnify the seller against these.

Art. 18. Confidentiality

The purchaser must observe strict confidentiality concerning all the information which comes to his knowledge in the context of an offer or the execution of an agreement, as well as all other information, where he may reasonably realise that such information is secret or confidential.

Art. 19. Settlement of disputes

The courts in the district Limburg, the Netherlands, shall have exclusive jurisdiction for all matters and disputes arising out of or in connection with any agreement(s) between the seller and the purchaser. Notwithstanding this, the seller will also and at all times be entitled to submit a dispute or claim to the competent court for the place where purchaser has its registered or actual place of business. Either party shall use its reasonable best efforts to settle a dispute in an amicable manner.

Art. 20. Applicable law

20.1 These terms and conditions and any agreement between the seller and the purchaser as well as the execution thereof shall be governed by and construed in accordance with the laws of the Netherlands.

20.2 The applicability of the United Nations Convention on Contracts for the International Sales of Goods (CISG, 1980) is expressly excluded. This convention shall not apply to this Agreement.

Art. 21. Miscellaneous

21.1 These terms and conditions have been filed at the office of the Chamber of Commerce.

21.2 The purchaser shall not, in whole or in part, assign, transfer or otherwise dispose of his rights or obligations under any agreement with the seller, without the prior written consent of the seller.

21.3 The headings in these terms and conditions shall not affect its interpretation

21.4 Changes or additions to these terms and conditions of delivery are only valid if agreed in writing.