

GENERAL CONDITIONS Geometius bv WITH REGISTERED OFFICE IN ALMERE

Article 1 – GENERAL

1.1 In these general terms is meant by:

- Geometius: the private company with limited liability Geometius bv;
- Client: the other party of Geometius;
- direct and/or consequential damage: damage to Client and/or third parties, consisting of but not limited to: trading/consequential damage, damage to movable or immovable property or to persons.

1.2 These General Conditions are applicable to all offers and agreements relating to delivery of goods and/or performance of services by Geometius unless expressly agreed otherwise in writing.

1.3 Application of general (purchase) conditions of Clients shall only apply insofar as they do not vary from these General Conditions.

1.4 These General Conditions are also applicable on all agreements with Geometius in which third parties will be involved in the performance of these agreements. Other or additional General Conditions may be applicable on the products and/or services delivered by third parties. The General Conditions are further applicable on all offers or agreements in which Geometius will perform as a purchaser of products or services.

Article 2 – OFFERS

2.1 All offers made by Geometius shall be without engagement and shall be based on delivery/execution in normal circumstances during normal working hours.

2.2 Data mentioned in software and/or other programs, catalogues, pictures, drawings, measurements, weights and other (technical) information of Geometius or third parties, shall not be binding.

Article 3 – INDUSTRIAL AND INTELLECTUAL PROPERTY

3.1 The Client shall not be allowed to publish, copy or imitate data mentioned in article 2.2 nor to inform third parties thereof, nor to sell (the right of use of) the software and/or the other programs, to let, alienate or transfer them as security, transfer them to a third party or modify the same.

3.2 The source code of the programs shall not be made available to the Client.

3.3 The ownership of all rights of industrial and intellectual property with respect to the software and/or other programs shall remain in the hands of Geometius. The Client shall not remove designations of intellectual property right.

3.4 The Client is aware of the fact that the software and or other programs contain(s) confidential information and industrial secrets of Geometius.

3.5 Geometius shall be allowed to take technical measures in order to protect the software and/or other programs.

Article 4 – PRICES

4.1 The quoted prices by Geometius shall be without engagement and exclusive of value added tax and all other taxes, levies import duties, etc., which are due either in the Netherlands or abroad and which shall be for the account of the Client, unless expressly agreed otherwise.

4.2 The quoted prices by Geometius apply to delivery ex works/warehouse and are exclusive of costs of assembly and putting into operation.

4.3 Changes of prices and/or rates, for example rates changes exchanges or manufacture prices et cetera, which will appear after the date of the offers done by Geometius are on the account of the Client.

Article 5 – PAYMENT

5.1 Payment shall be made within thirty days after the invoice date.

5.2 Client is entitled to reduce the invoice amount with 2% of credit restriction surcharge, if payment takes place within the term of payment as mentioned in article 5.1

5.3 Payment shall be deemed to be made once the entire outstanding amount is remitted and paid into the bank of giro account designated by Geometius, without deduction or setoff in case of payment made after the agreed term of payment.

5.4 The Client shall be deemed to be in default by law and shall pay interest on the outstanding amount without notice of defaults as from the due date of the claim, the interest rate amounting 1% per month or, if higher, a percentage equalling legal interest as well as all costs incurred as a consequence of non-payment or untimely payment by the Client, including both judicial and extra-judicial collection costs. The extra-judicial collection costs shall amount to 15% of the amount to be claimed with a minimum of € 250,00. Geometius shall at any time be entitled to demand security.

5.5 Geometius is at all times entitled to require security to be given by Client.

5.6 Geometius is entitled to suspend the performance of an obligation in case Client neglects to provide the demand reliable security.

Article 6 – DELIVERY

6.1 Delivery periods mentioned by Geometius shall always be approximately.

6.2 Delivery shall take place ex works/warehouse.

6.3 A delivery period shall not start before the moment Geometius will have received all necessary documents and information, such as, but not limited to, construction drawings, measurements, etc., such according to the judgement of the Geometius.

6.4 Late delivery shall never give rise to damages nor shall it cause the Client to be entitled to non-performance of any obligations towards Geometius.

6.5 During the period of deliverance Geometius is entitled to offer to the Client a temporary alternative e.g. by means of rent, for the account of the Client..

6.6 The Carriage of goods shall take place for the account and at the risk of the Client.

6.7 Geometius shall be free to choose the means and manner of carriage.

6.8 Geometius shall be entitled to make partial deliveries and to send invoices for partial deliveries.

6.9 Client owes Geometius a reasonable reimbursement (including VAT) as determined by Geometius for the freight charges and handling fee.

Article 7 – CLAIMS

7.1 With respect to visible defects and shortage, a written claim must be presented within a period of 14 days. With respect to hidden defects a written claim must be presented within 14 days after discovery of such a defect or within 14 days after such a defect could reasonably have been discovered. In any case within the period of warranty provided in Article 8, in default as a consequence whereof deliveries/activities shall be considered to be accepted by the Client and cannot be contested anymore.

7.2 If a claim is presented, the Client shall immediately return the goods to Geo-METIUS for the account and risk of the Client, on penalty of losing the right to claim.

7.3 Geometius's liability in case of a visible or hidden defect other shall never lead to another obligation on the side of Geometius than (i) refunding of the purchase price or (ii) repairs, or (iii) (re)-delivery of sound goods, such at Geometius's option.

Article 8 – THIRD PARTIES

8.1 Geometius is entitled to call in third parties for the delivery of products and/or the performance of services or other obligations.

Article 9 – WARRANTY

9.1 The warranty period of delivered goods and/or services by Geometius is 6 months.

9.2 If the warranty period of the factory warranty for the delivered goods deviates from the period mentioned above, the warranty period provided by the factory shall prevail.

9.3 The warranty period shall start on the day of delivery.

9.4 In consideration of the warranty Geometius is only liable for defects of which he was informed within the warranty period and which the Client proves to have occurred within that period as a direct consequence of the unsound manufacturing method and/or use of unsound materials.

Otherwise Geometius shall not be liable.

9.5 The obligations of the Geometius in consideration of this warranty shall not exceed replacement or repair free of charge of the defective products, at Geometius's option.

9.6 The costs (such as inter ail costs of carriage) incurred for repairs/replacement on site shall at any time be for the account of the Client except for the labour costs of the repairs/replacement in question under the warranty.

9.7 The Client shall at any time require the express written approval of Geometius for repairs/replacement and/or maintenance by third parties, on penalty of cancellation of the warranty.

9.8 The warranty will never cover, defects that are the consequence of normal wear and tear, improper treatment or improper or incorrect maintenance or repairs/replacements and/or maintenance, et cetera., by third parties.

Article 10 – LIABILITY

10.1 The liability of Geometius shall be limited to performance of his obligations under the warranty mentioned in article 9. Any further liability either for direct

or for indirect damage, costs and interests, caused by employees of Geometius or third parties called in by Geometius, is, except in cases of gross wrongful acts and/or an intentionally acts of omission, expressly excluded.

10.2 The Client shall hold Geometius harmless against any possible liability towards third parties arising from or relating to services and/or deliveries rendered and/or made by Geometius on behalf of the Client.

Article 11 – RESERVATION OF TITLE

11.1 The ownership of delivered goods shall remain at Geometius until all claims of Geometius against the Client are fully paid.

11.2 In case of non-performance of any obligations of the Client towards Geometius, the latter shall be entitled to take back the goods without prior notice of default.

Article 12 – RIGHT OF PLEDGE AND RIGHT OF RETENTION

12.1 On all goods held or to be held by Geometius for whatever reason a right of pledge shall be established on behalf of Geometius and he shall be entitled to a right of retention ex article 3:290 of the Dutch Civil Code as security for all claims that Geometius has and/or will have against the Client.

Article 13 – SERVICES

13.1 Especially in those cases where Geometius is contractually obliged to render any services, Geometius will only perform as best as reasonable possible without warranting the results as necessary to fulfil Client's wishes.

Article 14 – FORCE MAJEURE

14.1 Geometius shall not be liable for damage to be sustained by the Client if Geometius is prevented from performing any obligation if performance is impeded or delayed or if an obligation cannot be executed anymore on an economically sound basis as a consequence of circumstances beyond Geometius's control, either foreseeable or unforeseeable.

14.2 In case of temporary force majeure, Geometius shall be entitled at his option to modify the delivery period or to cancel the agreement without any damages being due with regard thereto.

Article 15 – LEGALITY

15.1 If one or more articles in these general conditions are not legal, for whatever reason, this will not effect the other articles.

Article 16 – APPLICABLE LAW

16.1 Dutch law shall govern all agreements, to which the present General Conditions are wholly or partly applicable.

16.2 All disputes arising from offers made by Geometius and/or the Client shall exclusively be submitted to the judgement of the district court in The Hague.

Article 17 – TRANSLATIONS

17.1 In case of contradiction between the Dutch and the English version of the present Conditions, the Dutch version shall prevail

