

General terms

GENERAL TERMS OF SALE AND DELIVERY TERMS

(This judicial information is a translation from the original Dutch General Terms, as stated in the Dutch version of this website. In case of debatable or disputable issues the Dutch version will prevail).

Article 1. Applicability

1.1 These General Terms of Sales and Delivery (hereafter: Terms) are applicable to all offers, sales agreements, order confirmations and deliveries by TWINDIS. Any deviation from the provisions contained in these Terms can only be made in writing and solely by TWINDIS, in which case the other provisions will remain unimpaired.

1.2 By the term "Buyer" these Terms hereafter indicate the purchaser or the ordering customer or anyone who enters or wants to enter into an agreement with TWINDIS, or anyone who makes an offer to TWINDIS or achieves a performance. In case of several ordering customers placing an order or ordering an assignment, these customers will be individually responsible towards TWINDIS for completing the achievement or consideration, regardless of the addressee of the invoice.

1.3 Should TWINDIS fail to constantly require strict observation of these Terms, this doesn't imply that these terms don't apply or that TWINDIS loses the right to demand the strict observation of these terms in future, similar or dissimilar events.

1.4 Should any condition of these Terms be found unenforceable for one reason or another, wherever possible this will not affect any other conditions and each will remain in full force.

1.5 The applicability of any deviant conditions or any general terms of Buyer is explicitly rejected by TWINDIS. No other general conditions shall be applicable or set aside these Terms unless expressly agreed to by TWINDIS in writing.

Article 2. Offers

2.1 All offers, quotations and commitments made in any way by TWINDIS are always without obligation; they are non-binding and are based on the data, designs, drawings and data deduced from these, as supplied by the Buyer.

2.2 Any offer shall only be binding if made by TWINDIS in writing with mentioning of a period or term of validity for acceptance.

2.3 Price lists, brochures, printed matters etc. supplied by TWINDIS are subject to change without notice. They may not be considered as official quotations.

2.4 TWINDIS reserves the right to refuse orders without providing reasons, to deliver only COD (cash on delivery) or to demand prepaid payment.

Article 3. Agreement

3.1 An agreement only comes into effect after written confirmation by TWINDIS of the order or assignment, or after the beginning of the order or assignment by TWINDIS. The order or

assignment shall reflect the agreement in a just and complete way, unless Buyer objects in writing within two working days.

3.2 In the event that a delivery is not confirmed separately - due to its character and/or size, the invoice will at the same time serve as an order confirmation. This invoice shall reflect the agreement in a just and complete way, unless Buyer objects in writing within two working days after date of invoice.

3.3 Additions and modifications of an agreement will only be binding for TWINDIS if confirmed in writing.

3.4 TWINDIS has the right, if to be judged necessary or essential, to engage a third party for a correct execution of the supplied order or assignment. Costs for this engagement will be invoiced to the Buyer, in accordance with the supplied quotations.

Article 4. Prices

4.1 Unless specified otherwise in writing, all prices and rates are in Euros, exclusive of VAT and transaction costs.

4.2 Prices are based on the prices, exchange rates, wages, duties, taxes, rights, charges etc. applicable at the time of the formation of the offer. In case of an increase in the production costs not under control of TWINDIS, TWINDIS shall have the right to increase the price of the goods ordered accordingly. In case of such price increase the Buyer shall not be entitled to cancel the agreement.

4.3 Prices are always exclusive of fees (whether or not imposed by government) related to the sale or use of goods to be supplied by TWINDIS, such as environmental taxes, waste disposal fees and packaging regulations; TWINDIS has the right to recharge the fees, duties and charges in question to the Buyer.

4.4 In case of an agreement with periodically expiring amounts of money TWINDIS has the right to amend the prices and rates by notifying the remitter thereof 1 (one) month in advance in writing. If the Buyer doesn't agree with the amended prices and/or rates, he is entitled to dissolve the agreement in writing within seven (7) days after receipt of notification in question in respect of the date mentioned in the notification on which the price or rate amendment would take effect. Cancellation doesn't exempt the Buyer from fulfilling compensation obligations until the mentioned scheduled date of amendment.

Article 5. Complaints and Returns

5.1 Upon receipt of the goods, the Buyer or any third party acting upon the instruction of the Buyer, shall carefully inspect the goods delivered by TWINDIS.

5.2 Complaints regarding defects of fully or partly delivered goods must be notified to TWINDIS in writing not later than two (2) working days from delivery date, with notification of transportation bill or invoice number of the shipment in question. Without providing such number Buyer will lose every right concerning this matter.

5.3 The Buyer shall supply any and all necessary cooperation to investigate the complaint, a.o. by allowing TWINDIS to investigate all circumstances relevant to the complaint. If the Buyer doesn't cooperate or otherwise the investigation can't be executed (anymore), the

complaint will not be considered and the Buyer shall have no right to claims concerning this matter.

5.4 The consideration of a complaint shall not confer any rights to the Buyer. The initiation of a claim does not release the Buyer from responsibility for fulfilling payment obligations towards TWINDIS.

5.5 The Buyer shall immediately cease the use, editing, processing and/or installation of the goods concerned and furthermore he shall do or omit to do anything to the best of his ability in order to prevent cause (further) damage.

5.6 On condition that the Buyer has made a complaint timely, correctly and corresponding to this Article and the Buyer has sufficiently demonstrated that the goods do not respond to the agreement in this matter, TWINDIS may choose whether to replace the goods found to be defective by new goods, after returning of the defective goods, or to adequately repair the goods concerned, or to refund the purchase price, credit the invoiced amount, or to grant the Buyer a discount, agreed upon by all parties. If this isn't within reasonable possibilities for TWINDIS, the Buyer has the right to dissolve the agreement, unless the shortcoming does not justify the dissolution. By meeting one of the aforementioned conditions TWINDIS will be completely acquitted from all obligations in this matter. The Buyer may only return goods after the approval of TWINDIS in accordance with the conditions of the applicable TWINDIS RMA Terms.

Article 6. Payment

6.1 Unless otherwise agreed upon in writing, payments have to be made by deposit or transfer on a bank account designated by TWINDIS within fourteen (14) days after date of invoice. The date of currency specified at TWINDIS' bank statements will be considered as date of payment.

6.2 Any payment shall be effected without deduction or postponement on any ground whatsoever.

6.3 Any payment shall be effected at once, unless payment in terms has been agreed upon; then every expired term is considered as a separate payment.

6.4 If the Buyer fails to pay any amount when due, the Buyer will automatically be in default without any notice being required, and without prejudice to any other right TWINDIS has the right to charge the total due amount plus statutory interest, increased with a summons fee of € 7,50, from the due date of the invoice in question until the day of settlement in full. In addition to this all extrajudicial and judicial costs which TWINDIS incurs to collect the amounts owing by the Buyer are at the expense of the Buyer. The extrajudicial costs owed to TWINDIS will be calculated in accordance with the collection rate of the Nederlandse Orde van Advocaten, with a minimum of € 340,-. The amounts specified in TWINDIS' books for aforementioned costs will have the force of res judicata concerning its evolution.

6.5 TWINDIS may require further certainty from the Buyer, should TWINDIS find any reason to do so. Failure to respond to this may result in the postponement of the execution of the agreement.

6.6 Unless otherwise agreed upon in writing, the first three orders for new clients will be delivered COD. The COD costs will be charged to the Buyer. As long as TWINDIS has not allowed a credit limit, goods will only be delivered COD or prepaid.

6.7 In the event of suspension of payments, liquidation, of a(n) (application for) judicial settlement or bankruptcy, or seizure of the assets of the Buyer, of debt restructuring or rescheduling, of closure or transfer of the Buyer's company or any other circumstance due to which the Buyer is on reasonable grounds no longer expected to fulfill his obligations, TWINDIS' claims on the Buyer shall become immediately and fully due and payable. Furthermore TWINDIS shall be entitled to directly terminate the agreement, as far as this agreement is not (completely) executed, without any further notice or judicial intervention and to reclaim goods already delivered which are not paid for. All of this without prejudice to TWINDIS' right to payment or compensation and the right to suspend the execution of the agreement.

Article 7. Retention of title

7.1 TWINDIS shall retain ownership of the goods supplied to the buyer until full settlement of all claims for delivered goods or services, or goods or services to be delivered, any interests and costs included, that are granted to TWINDIS under the transaction arrangement, and /or the failure to fulfill obligation of such an agreement.

7.2 The Buyer shall look after careful treatment of the goods and shall insure these goods against usual risks. As long as the Buyer has not fully settled his obligations towards TWINDIS, he will not be entitled to encumber, rent, let and/or establish (silent) right of pledge on the delivered goods, only after approval in writing by TWINDIS.

7.3 If and as far as TWINDIS is the owner of the goods, the Buyer will immediately inform TWINDIS when the goods are (in danger of being) seized or when (any part of) the goods is claimed otherwise. Furthermore the Buyer will inform TWINDIS (in this event) of the location of the goods, owned by TWINDIS. In case of seizure or of (temporary) suspension of payment the Buyer will immediately inform the execution creditor or the receiver about the retention of title by TWINDIS. The Buyer warrants an immediate cancelling of the seizure of the goods.

7.4 If similar goods have been delivered to one or more unpaid invoices, the goods which are at disposal of the Buyer are considered to be delivered to the unpaid invoices.

Article 8. Delivery periods

8.1 (Delivery) Times indicated by TWINDIS shall be approximations only. These periods indicated are based in those circumstances obtaining for TWINDIS at the time the agreement is made. Indicated delivery times will never be considered as strict deadlines. If changes in data and/or circumstances, regardless of their predictability, will cause a delay, the date of delivery will be postponed proportionally, without prejudice to the terms hereafter concerning force majeure. In the event of late delivery, TWINDIS must be placed in breach in writing and given a reasonable time in which to still deliver the goods.

8.2 An exceeding of the delivery dates indicated by TWINDIS, for any reason whatsoever, will never entitle the Buyer to claim compensation for damage or to breach any of his contractual obligations resulting from the agreement concerned or a related agreement.

Article 9. Delivery and risk

9.1 Unless specified otherwise, delivery will take place ex warehouse TWINDIS. From the moment of delivery the risk (of loss, deterioration, damage etc.), regardless of its cause, will pass to the Buyer.

9.2 If delivery in installments is agreed upon, TWINDIS may postpone the deliveries of the next installments until the Buyer has approved in writing the goods delivered in the previous installment and until the Buyer has fulfilled all of his (financial) obligations concerning the partial deliveries. In the event of partial deliveries TWINDIS is entitled to invoice them separately.

9.3 If supplied goods are available to the Buyer after expiry of the delivery period, but aren't taken by the Buyer, these goods will be stored at his disposal at his expense and risk.

Article 10. Transportation

10.1 TWINDIS may choose the means of transportation, shipment and packaging. Shipment and transportation of goods will always be at the expense and risk of the Buyer. TWINDIS is only obliged to establish a (transportation) insurance, if and as far as TWINDIS has committed itself to do so.

10.2 TWINDIS charges € 5,95 freight costs in case the order doesn't surpass the amount of € 100,00. Orders which surpass this amount will be delivered free domicile.

Article 11. Force Majeure

11.1 Should TWINDIS be unable to execute the agreement by temporary or permanent force majeure, TWINDIS is entitled to terminate or to suspend the agreement in whole or in part by means of a written notification hereof, without any obligation to compensation for damage, without judicial intervention and without prejudice to TWINDIS' right to payment by the Buyer for supplies already made before the force majeure. In case of suspension TWINDIS will still be entitled to terminate the agreement in whole or in part.

11.2 Force Majeure covers all events or circumstances by which TWINDIS is unable, either temporarily or permanently, to perform its obligations, including but not limited to strikes, interruptions in the transport, fire, acts or regulations issued by government authorities, in any case including prohibition or restrictions of imports and exports, company incidents at TWINDIS or at its suppliers, as well as shortcomings by its suppliers, and furthermore all unpredictable unusual circumstances that are beyond TWINDIS's control which hinder TWINDIS from reasonably fulfilling its obligations towards the Buyer.

Article 12. Warranties

12.1 Subject to otherwise specified stipulations in the RMA Terms TWINDIS if agreed upon and subject to the stipulations in 12.5, TWINDIS warranties towards the buyer that the supplied goods comply to the applicable specifications as issued by the supplier during four (4) months after delivery. Should the product specifications be neither known nor knowable to the Buyer, TWINDIS warranties towards the Buyer that the supplied goods will present no structural or material defects during the same period. The aforementioned warranty will only apply provided that the goods are used normally and carefully and all user instructions and other warranty prescriptions included in the agreement, in the TWINDIS RMA Terms and in the warranty certificate, are strict and complete and have been respected. The warranty exclusively implies the repair of the defects or the replacement of the goods by TWINDIS, subject to its own judgment and to the best of its ability. Defects shall be reported to

TWINDIS in writing in order to be considered. TWINDIS will never be liable for recovery of data, lost on any ground whatsoever.

12.2 The warranty is not applicable in case of malfunctioning, partly or fully due to incorrect, inaccurate or inexperienced use, like the use for (company) purposes other than normal, in case of exterior causes, like damage from fire or water, or in case the goods have been altered by others than TWINDIS or have not been maintained regularly and according to the rules of the trade.

12.3 By satisfying one of the stipulations of Article 12.1 TWINDIS will be fully acquitted concerning its obligations. The Buyer is neither entitled to claim compensation of damage, nor to dissolve the agreement in whole or in part.

12.4 Should TWINDIS have obtained goods from an external supplier, the warranty will be limited to the applicable warranty conditions of this supplier. TWINDIS will inform the Buyer at his request about the applicable conditions.

12.5 Out-of-warranty repairs will be charged to the Buyer by TWINDIS.

12.6 In the event of a repair under warranty of defective goods, the Buyer is obliged to return the goods at his own expense to an address specified by TWINDIS. In case of repair of defective goods under warranty, the Buyer is obligated to return the goods at his own expense to the address specified by Twindis.

Article 13. Liability

13.1 TWINDIS is not liable for damage to the supplied goods resulting from other reasons than the conditions stipulated in this Article 13. In all cases the contractual and legal liability of TWINDIS will be at all times limited to the amount of the purchase price of the good which caused this liability.

13.2 TWINDIS is not liable, neither on the basis of the law, nor resulting from the agreement for consequential damage which may have been suffered by the Buyer or a third party concerning the (use of) supplied goods, including company damage, environmental damage and immaterial damage.

13.3 The conditions in the previous paragraphs in no way prejudice the liability of TWINDIS based on the Dutch Civil Code (Burgerlijk Wetboek) Title 3, Chapter 3, Book 6 (product liability).

13.4 TWINDIS will not appeal to the liability restrictions in the paragraphs 13.1 and 13.2, if and as far as the damage is directly resulting from intent or gross negligence by TWINDIS.

13.5 Unless the damage has been caused by intent or gross negligence by TWINDIS, the Buyer shall hold TWINDIS harmless against all claims by third parties, directly or indirectly related to the (use of the) supplied goods. The Buyer will compensate all damages suffered by TWINDIS due to such claims.

Article 14. Confidentiality

14.1 Parties are mutually obligated to maintain complete confidentiality towards any third parties concerning all communicated classified (company) information. The Buyer is obligated to take measures to maintain this confidentiality in his company.

Article 15. Restrictions of exports

15.1 The Buyer shall fully respect national and other (amongst which American) restrictions of exports concerning goods obtained through an agreement with TWINDIS. The Buyer shall, in case of resale or any other transfer to a third party, impose these obligations to that third party. The Buyer shall hold TWINDIS harmless against any disadvantage suffered in the event that the Buyer does not fulfill these obligations.

Article 16. Applicable law and disputes

16.1 All agreements and the resulting legal relationships between parties shall exclusively be governed by Dutch law. Application of the Vienna Sales Convention (CISG) shall expressly be excluded.

16.2 All disputes resulting from or related to the agreement to which these conditions apply or resulting from the conditions themselves or their interpretation or execution, shall be settled under the arbitration of the competent court at 's-Hertogenbosch or the competent court at the Buyer's domicile, at TWINDIS' choice, unless agreed upon otherwise.

Article 17. Brands and trade name

17.1 The Buyer is not allowed to use trade names, brands and packaging, used by TWINDIS in commercial trade, other than with the approval in writing and under the direction of TWINDIS. The Buyer is responsible to accurately respect TWINDIS' instructions concerning the use of trade names, brands and packaging carried by TWINDIS. All rights resulting from the intellectual and industrial property, as well as copyrights, will remain held by TWINDIS.

Article 18. Hardship clause

18.1 Should the circumstances, which the parties presupposed at the time of the conclusion of the agreement, change in such a substantial way, that because of that fact the compliance of one or more of these terms may not reasonably be required anymore from one of the parties, negotiation will take place concerning provisional modification of the agreement.

Article 19. Entering into force date

19.1 These General Terms are applicable to all agreements as stated in article 1, which have been concluded after the 1st of January 2009.