

1. Applicability of these conditions

These conditions apply to every offer and every agreement between PlanBit BV registered at the Chamber of Commerce in Geldermalsen (the Netherlands) under number 70310492 hereinafter termed PlanBit, and the purchaser/vendor that PlanBit has declared these conditions apply to, insofar that these conditions are not expressly departed from by the parties.

2. Offers: purchases/sales

The offers made by PlanBit in the form of a purchasing contract shall be valid for 14 days from the given date, unless stated otherwise. PlanBit shall only be bound by the offers if acceptance of them is confirmed in writing (e-mail or automatic document signing) by the vendor within 14 days.

The offers made by PlanBit in the form of a sales contract shall be valid for 14 days from the given date, unless stated otherwise. PlanBit shall only be bound by the offers if the purchaser confirms acceptance of them in writing within 14 days. The prices stated in the offer exclude VAT and other taxes that are imposed by the authorities, unless stated otherwise and for as long as stocks last.

3. Termination of the agreement

The amounts owed to PlanBit by the purchaser shall become immediately payable in the following cases:

- A. If after concluding the agreement, circumstances come to the attention of PlanBit that give PlanBit good grounds to fear that the purchaser will not satisfy his obligations.
- B. If when concluding the agreement PlanBit asks the purchaser to provide a performance bond, and this guarantee fails to materialise or is insufficient.
- C. If circumstances arise relating to the persons and/or material that PlanBit uses or tends to use in the performance of the agreement, of whatever nature, that make the performance of the agreement impossible or so difficult and/or unreasonably expensive that observance of the agreement can no longer be reasonably required, PlanBit shall be authorised to terminate the agreement.

4. Delivery and transport for purchases

- A. If transport has to be organised by PlanBit, the vendor shall be required to confirm the location in writing to the purchaser.
- B. After signature of the agreement the vendor shall be required to give the goods to the carrier mentioned beforehand, at the time when he reports to the vendor on a pre-agreed day.
- C. The vendor shall be required to pay the transport costs at all times. PlanBit shall settle this in the final account.

5. Delivery and transport for sales

- A. If a sample, model or example is presented or provided by PlanBit, it is only deemed to have been presented or provided by way of an indication. The qualities of the items to be supplied may differ from the sample, model or example, unless it has been expressly stated that the delivery must comply with the sample, model or example.
- B. Unless agreed otherwise, delivery shall be ex-stock.
- C. The other party shall be required to take delivery of the purchased items at the time when they are sent to him, or at the time when they are placed at his disposal according to the agreement. If the other party refuses to take delivery or neglects to provide the information or instructions necessary for delivery, the items shall be stored at the risk of the other party. In such a case the other party shall owe all supplementary costs, including storage costs.
- D. The purchaser shall be required at all times to pay the transport costs that PlanBit charges him before the delivery.
- E. An agreed delivery time is not a definite deadline, unless expressly agreed otherwise. In the event of late delivery, the purchaser will have to send PlanBit a written default notice.
- F. If agreed beforehand, PlanBit may make a part delivery of the items sold. This shall not apply if a part delivery has no independent value. If the items are delivered in parts, PlanBit shall be authorised to invoice for each part separately.

General conditions for payment, purchases, and sales

- G. The purchaser shall be required to return empty packaging within 14 days in an undamaged condition. If the purchaser does not observe his obligations relating to packaging, all costs arising from this shall be to his charge.
- H. If the purchaser does not return the packaging after a reminder and within the period stated therein, the vendor shall be entitled to replace it and to charge for the costs of this, provided that the vendor has stated this fact in the reminder.

6. Payment

- A. Payment shall be made within 14 days of the invoice date by transferring the amount due to account number **NL66ING 0008 2474 21 Swift Code/BIC: INGBNL2A**, in the name of PlanBit B.V. in Geldermalsen. In the event of late payment, PlanBit may charge the customer the legal rate of interest.
- B. In the event of the liquidation, bankruptcy or payment moratorium on the part of the purchaser, the obligations of the purchaser shall become payable immediately.
- C. Payments made by the other party shall always first be used to settle all interest and charges due, and in the second place the oldest outstanding invoices, even if the other party states that the payment relates to a later invoice.

7. Collection costs

If the purchaser fails to observe one or more of his obligations, then all reasonable costs incurred to obtain payment out of court shall be to the charge of the purchaser.

8. Warranty and liability

- A. Warranties on the goods supplied shall be set for each transaction separately.
- B. If the item does not function or presents a production fault, the purchaser shall be entitled to have the item repaired. The vendor may choose to replace the item if repair causes difficulty. The purchaser shall only be entitled to replacement if repair is not possible.
- C. The warranty shall not apply if the damage is the result of incorrect handling.
- D. PlanBit shall only be liable towards the purchaser for damage as a result of defects in the items supplied as stated in article 9B.
- E. PlanBit shall be liable if damage is caused deliberately or through gross misconduct on the part of PlanBit, its management staff or its subordinates.
- F. For the rest, the liability of PlanBit shall be limited to the amount paid out under the insurance, insofar that this liability is actually covered by its insurance.
- G. For notebooks the warranty towards the battery is limited to 6 months.

9. Retention of ownership with purchases

- A. If transport has been organised by PlanBit, PlanBit shall become the owner of the items supplied by the vendor at the point in time that the carrier commences loading them.
- B. If transport has been organised by the vendor, PlanBit shall become the owner of the items supplied by the vendor at the point in time that the batch has been completely unloaded.

10. Retention of ownership with sales

The items supplied by PlanBit shall remain the property of PlanBit until the purchaser has satisfied all obligations relating to the agreement concluded.

11. Faults - deadline for complaints

- A. The purchaser shall examine the items sold (or have them examined) upon delivery, or at the earliest opportunity thereafter. The other party has to hereby examine whether the items delivered satisfy the agreement, i.e.:
 - The correct items have been delivered
 - The items delivered correspond to that agreed with regard to quantity
 - The items delivered satisfy the agreed quality requirements - or in the absence of such - the requirements that can be set for normal usage and/or commercial purposes.

- B. If visible and/or hidden defects or shortcomings are found, then the purchaser shall report them to PlanBit in writing within 5 days of delivery.
- C. Even if the other party complains in time, his obligation to pay and take delivery of orders remains. Items may only be returned to PlanBit with prior written consent.

12. Force majeure

By force majeure is meant circumstances that prevent observance of undertakings and which are not attributable to PlanBit. This shall include the following (if and insofar these circumstances make observance impossible or unreasonably impede it): strikes in companies other than PlanBit, wildcat strikes or political strikes in the company of PlanBit, a general shortage of the raw materials and other items or services needed for providing the agreed service, unforeseeable congestion among suppliers or other third parties that PlanBit depends upon and general transport problems.

- A. PlanBit shall also be entitled to invoke force majeure if the circumstances preventing (further) observance occur after PlanBit should have observed its undertaking.
- B. In the event of force majeure the delivery and other obligations of PlanBit shall be suspended. If the period in which observance of obligations by PlanBit is not possible as a result of force majeure lasts longer than 2 months, both parties shall be entitled to terminate the agreement without any obligation to pay compensation.
- C. If upon the start of the force majeure PlanBit has already partially observed its obligations or can only partially satisfy its obligations, it shall be entitled to invoice separately for that already supplied or the deliverable part, and the other party shall be bound to accept this invoice as if it were a separate contract. This shall not apply, however, if the part already delivered or the deliverable part has no independent value.

13. Settlement of disputes

In departure to the legal rules on the jurisdiction of civil courts, any disputes between the purchaser and vendor, if the Court has jurisdiction, shall be settled by the Court in Arnhem. PlanBit shall be authorised, however, to summon the purchaser before the Court with jurisdiction according to the law or applicable international treaties.

14. Applicable law

Dutch law shall apply to every agreement between PlanBit and the purchaser/vendor. These conditions are registered at the Chamber of Commerce in Geldermalsen – the Netherlands.

15. Amendments to the conditions

PlanBit is authorised to make amendments to these conditions. Such amendments shall come into effect at the point in time stated for them to come into effect. PlanBit shall send the amended conditions to the other party in good time. If no point in time has been stated for the new conditions coming into effect, the amendments shall come into effect with respect to the other party as soon as he has been informed of them.