

## General Sales, Delivery and Payment terms

### 1. Definitions

#### 1.1 In these Terms and Conditions:

1.1.1 "The purchaser" refers to the person or legal entity who orders goods and/or services from 12GoDigital BV

1.1.2 "Supply Contract" refers to each contract for the supply by 12GoDigital BV of goods and/or services to the purchaser

1.1.3 "Goods" refers to the goods and/or services which are the subject of a Supply Contract

1.2 All Supply Contracts are made upon these terms and conditions to the complete exclusion of any variations to these terms and conditions not expressly agreed to in writing by 12GoDigital BV and of any other terms and conditions which the purchaser attempts or purports to introduce by whatever means

1.3 All specifications prices and other details provided by 12GoDigital BV in relation to its goods and/or services are for general guidance only and are not to be relied upon by the purchaser in entering into a Supply Contract unless their accuracy is first confirmed in writing by 12GoDigital BV. No representation warranty guarantee agreement or other statement made or purported to be made on behalf of 12GoDigital BV relating to goods and/or services shall have any legal effect or otherwise be binding on 12GoDigital BV unless expressly made or confirmed in writing by the Board of directors of 12GoDigital BV or by a director of the Board of 12GoDigital BV who has the express authority of the Board for those purposes

1.4 All Supply Contracts shall in all respects be governed by and interpreted in accordance with Dutch law and shall be subject to the exclusive jurisdiction of Dutch Courts of Law

### 2. Orders and specifications

2.1 There shall be no binding Supply Contract between the purchaser and 12GoDigital BV until 12GoDigital BV has confirmed in writing its acceptance of any order for goods and/or services placed by the purchaser or confirmed in writing any quotation estimate or tender for goods and/or services submitted by 12GoDigital BV which has been accepted by the purchaser. Immediate delivery of the Goods shall constitute 12GoDigital BV confirmation for the purposes of creating a binding Supply Contract. 12GoDigital BV may waive the requirement for any such written confirmation at any time and without notifying the purchaser.

2.2 No order placed by the purchaser may be cancelled and no acceptance by the purchaser of a quotation estimate or tender submitted by 12GoDigital BV may be withdrawn without the specific written agreement of 12GoDigital BV who may (if it has not already done so) accept such order or confirm such quotation estimate or tender and thereby create a binding Supply Contract.

2.3 Unless 12GoDigital BV expressly agrees otherwise in writing the purchaser cannot cancel or withdraw from a Supply Contract. If 12GoDigital BV agrees to any such cancellation or withdrawal (or if the purchaser otherwise wrongfully refuses to honour a Supply Contract) the purchaser will indemnify 12GoDigital BV on demand in full against all losses (including loss of profit) costs (including the cost of all labour used and materials used or procured for the purposes of the Supply Contract) damages charges liabilities and expenses incurred or suffered by 12GoDigital BV as a result of any such cancellation or withdrawal or wrongful refusal.

2.4 12GoDigital BV may cancel a Supply Contract at any time if the purchaser has exceeded or will (as a result of the Supply Contract in question or of any other event or circumstance) exceed its authorised credit limit with 12GoDigital BV.

2.5 The purchaser must ensure the accuracy of an order for Goods before it is placed and provide 12GoDigital BV promptly with all information which may be necessary to enable 12GoDigital BV to fulfill its obligations under a Supply Contract and in particular to enable delivery of the Goods to take place. If there is a dispute over the terms of an order placed verbally and not subsequently confirmed in writing by the purchaser then the quality quantity and specification of the Goods which are the subject of the disputed order will be as set out in 12GoDigital BV' despatch note.

2.6 12GoDigital BV may make changes to the specification of Goods which do not materially affect their quality performance or operation or which are required to make them conform to any applicable legal or safety requirements without referring to the purchaser.

### 3. Prices

3.1 The price to be paid by the purchaser for the Goods is the price specified by 12GoDigital BV in any quotation tender or estimate for the Goods submitted by 12GoDigital BV and accepted by the purchaser or (if there is no

such quotation tender or estimate) the price for the Goods as specified in 12GoDigital BV ' price list current at the date of delivery of the Goods.

3.2 Unless expressly stated otherwise in writing by 12GoDigital BV, all prices are ex-works, and exclusive of carriage packaging delivery insurance value added tax and of any levy or other tax which may be payable in respect of the Goods all of which if applicable to the Supply Contract in question will be payable by the purchaser in addition to the price of the Goods.

3.3 12GoDigital BV reserves the right to apply a small order charge at its discretion. The amount of this charge may vary from time to time, but it will be communicated to the purchaser prior to a Supply Contract coming into existence.

#### 4. Delivery

4.1 Unless specifically agreed otherwise in writing, time will not be of the essence in respect of delivery dates, all of which are estimated dates only. 12GoDigital BV will endeavour to meet any estimated delivery date(s) but will not be liable to the purchaser or be deemed to be in breach of contract if (having used reasonable endeavours) it is unable to meet any estimated delivery date(s). The Goods may be delivered in advance of any agreed or estimated delivery date(s) if 12GoDigital BV gives reasonable prior notice of such intended early delivery to the purchaser.

4.2 Delivery of the Goods will be deemed to have taken place immediately upon the purchaser collecting them from 12GoDigital BV' premises or by 12GoDigital BV delivering the Goods to any agreed or usual place for delivery to the purchaser. The purchaser must accept delivery of all Goods which are in good condition. If the Goods are to be collected by the purchaser, they must be collected within one working day after the date agreed for collection (time being of the essence for collection)

4.3 Where the Goods are to be delivered in installments each delivery shall constitute a separate contract and failure by 12GoDigital BV to deliver any one or more installments in accordance with these conditions or any claim by the purchaser in respect of any one or more installments shall not entitle the purchaser to treat the whole Supply Contract as repudiated

4.4 If the purchaser fails to take delivery of the Goods (and such failure shall include any failure by the purchaser to collect the Goods from 12GoDigital BV' premises within one working day after the date agreed for collection by the purchaser) or fails to give 12GoDigital BV sufficient instructions to enable delivery to take place then 12GoDigital BV may:

4.4.1 Store the Goods at the purchaser's risk until actual delivery and charge the purchaser for the cost of storage, transport, insurance and any other expenses which 12GoDigital BV incurs as a result of any such delay in delivery or;

4.4.2 Sell the Goods at such price as is then reasonably obtainable and (after deducting all storage selling and other expenses as mentioned above) account to the purchaser for any excess sale proceeds over the price payable by the purchaser or claim from the purchaser any shortfall between the price payable by the purchaser

for the Goods and the net proceeds from their sale together with all reasonably foreseeable losses costs charges or expenses suffered or incurred by 12GoDigital BV as a result of the purchaser's breach of contract or;

4.4.3 Cancel the Supply Contract without prior notice to the purchaser in which event 12GoDigital BV will be released from all obligations and liabilities to the purchaser in respect of the Supply Contract thereby cancelled and will be free to sell the Goods elsewhere

4.5 The purchaser shall be fully responsible for checking the Goods and their condition on delivery or collection or as soon as possible thereafter and;

4.5.1 If the Goods are delivered but not in accordance with the Supply Contract specifications or quantities the purchaser must notify 12GoDigital BV in writing within twenty-four hours of delivery failing which all specifications and quantities shall be deemed to be correct and the purchaser will not be entitled to reject the Goods

4.5.2 If the Goods have been delivered by 12GoDigital BV at its own risk to any agreed or usual place for delivery to the purchaser and have been damaged whilst in transit then the purchaser must notify 12GoDigital BV in writing within twenty-four hours of delivery (if such damage was apparent at delivery) or within seven days (or such longer or shorter period as would be reasonable in the circumstances) of delivery (if such damage was not apparent on delivery but would have become apparent if the Goods had been checked by the purchaser as soon as possible).

4.5.3 If the Goods have been collected by the purchaser from 12GoDigital BV' premises any damage to

the Goods which would be apparent at the time of collection is to be notified to 12GoDigital BV immediately upon collection and any damage to the Goods which existed before but would not have been apparent upon an inspection carried out prior to collection must be notified in writing by the purchaser to 12GoDigital BV within seven days of collection

4.5.4 Written notification to 12GoDigital BV of any damage to the Goods must be sent on 12GoDigital BV' standard documentation produced for that purpose entitled "Transport Damages" and must be sent to 12GoDigital BV by telefax. The purchaser will not be entitled to reject the Goods if it fails to give such written notification

## 5. Risk and property

### 5.1 All risk in the Goods (including their loss or destruction) will pass to the purchaser:

5.1.1 Upon the collection of the Goods by the purchaser (if the purchaser is to collect them)

5.1.2 At the time when the Goods leave 12GoDigital BV' premises or would have left such premises but for any circumstances beyond the control of 12GoDigital BV (if 12GoDigital BV is to deliver them to the purchaser but is not to insure the risk in them at the purchaser's expense against loss or damage in transit)

5.1.3 At the time when the Goods are delivered by 12GoDigital BV to any agreed or usual place for delivery to the purchaser (if 12GoDigital BV is to deliver them to the purchaser and is to insure the risk in them at the purchaser's expense whilst in transit)

5.2 Notwithstanding delivery of and the passing of risk in the Goods to the purchaser the property in and title to the Goods will not pass to the purchaser until 12GoDigital BV has received payment in full in cash or in cleared funds of all amounts due in respect of the Goods and all amounts due in respect of any other goods and/or services delivered under any other contract with the purchaser on or before the date when payment for the Goods was made

5.3 Whilst title to and property in the Goods remains with 12GoDigital BV the purchaser;

5.3.1 Will hold the Goods as fiduciary agent and bailee for 12GoDigital BV

5.3.2 Must keep them separate from those belonging to the purchaser and third parties

5.3.3 Must preserve them from damage and keep them properly stored and protected and insured and clearly identified as belonging to 12GoDigital BV

5.3.4 May resell them on normal commercial terms and in the ordinary course of business as the agent of 12GoDigital BV but will have no authority to commit 12GoDigital BV to any sub-sale of them

5.3.5 Must hold in a separate bank account as trustee for 12GoDigital BV the amount of the proceeds of each re-sale as is equal to the amounts owed by the purchaser to 12GoDigital BV for those of the Goods which are the subject of that re-sale

5.3.6 If requested assign to 12GoDigital BV any claims or rights of action it may have against any buyers of the Goods from the purchaser

5.4 The purchaser shall not be entitled to pledge or in any way to charge by way of security for any indebtedness any of the Goods which remain the property of 12GoDigital BV and if the purchaser does so in contravention of this obligation all moneys owing by the purchaser to 12GoDigital BV shall forthwith become due and payable (if not already due and payable)

## 6. Warranty

6.1 12GoDigital BV warrants that the Goods will correspond with their description at the time of delivery, will be satisfactory for the purposes for which they were designed to be used (but not for any specific purpose which the purchaser has in mind) and will be free from defects in material and workmanship for a period of one year from the date when the risk in them passes to the purchaser except that 12GoDigital BV will not be liable for and such warranty will not extend to;

6.1.1 Any defect in the Goods arising wholly or partly from any drawing design specification or instruction supplied by the purchaser or from their alteration or repair without 12GoDigital BV' prior written approval

6.1.2 Any defect arising from fair wear and tear neglect willful damage negligence abnormal working conditions failure to follow 12GoDigital BV' instructions (whether such instructions are given verbally or in writing) improper installation handling or maintenance by the purchaser or misuse or caused other than by normal industrial or commercial application

6.1.3 Consumable or other goods components materials software or equipment not manufactured produced or created by 12GoDigital BV (which will only be subject to such warranty or guarantee (if any) as is given by the manufacturer producer or creator of such items and the benefit of which is capable of being transferred to the purchaser)

6.1.4 Loss of information which is or was capable of being backed up or otherwise saved or preserved by whatever means

6.2 A claim for breach of warranty giving full details of the breach complained of must be notified to 12GoDigital BV in writing and any defective Goods must be returned to 12GoDigital BV at the purchasers expense within a reasonable time after delivery or (where the breach was not apparent from a reasonable inspection on delivery) within a reasonable time after discovery of the breach failing which the purchaser will not be entitled to reject the Goods and 12GoDigital BV will not be liable for the breach of warranty complained of

6.3 12GoDigital BV shall be entitled to repair or replace any defective Goods (or any defective parts) at its own expense or to refund to the purchaser the current market price of the defective Goods (or a proportionate part of the price) but will have no further liability to the purchaser under the warranty given in this condition 6 in respect of the breach complained of

6.4 If the total amount payable for the Goods is not paid on the due date any warranty given by 12GoDigital BV in relation to the Goods will cease to apply for any part of the warranty period during which any amount payable for the Goods remains unpaid

## 7. Payment

7.1 The purchaser is to pay for the Goods on or before any date(s) agreed with 12GoDigital BV for payment and, in the absence of any such agreed date(s), is to pay for them as soon as the Supply Contract is created

7.2 All payments to be made by the purchaser for the Goods are to be made in full in cash or in cleared funds and without any deduction set-off or counter-claim whatsoever and payment for the Goods shall not be deemed to be made until such time as 12GoDigital BV receives cash or cleared funds for the full amount then due for the Goods including VAT and any ex-works items to be paid for by the purchaser

7.3 Any payments received by 12GoDigital BV from the purchaser for the Goods may be appropriated by 12GoDigital BV and applied (in whole or in part) in discharge of any amounts owed to 12GoDigital BV by the purchaser in respect of goods and/or services previously supplied where payment is overdue or in total or partial satisfaction of any other debt then due to 12GoDigital BV from the purchaser and if so applied will not be deemed to have been received in respect of the Goods. If the amount paid by the purchaser is less than the amount due to 12GoDigital BV under any contract to which it is appropriated 12GoDigital BV may appropriate the payment to any individual items supplied under that contract

7.4 The purchaser may pay for the Goods by means of a bankcard or facility acceptable to 12GoDigital BV, but 12GoDigital BV reserves the absolute right to refuse to accept any bank card or facility intended to be used by the purchaser for payment. If payment is made by credit 12GoDigital BV reserves the right to make an additional charge to represent any additional administrative expense which it thereby incurs

7.5 12GoDigital BV reserves the right to charge the Customer interest (both before and after judgement) on any amount unpaid at the rate of 5% per annum above Barclays Bank plc base rate from time to time until payment in full is made such interest being calculated on a daily basis.

## 8. Exclusions of 12GoDigital BV' liability to the purchaser

8.1 In this condition the expression "product obligations" refer to all warranties representations guarantees conditions and other terms relating to the Goods which impose a potential or actual liability or obligation on 12GoDigital BV as the seller thereof in relation to description or quality or fitness or otherwise whether expressly given or made in the Supply Contract or in any negotiations prior thereto or implied into the Supply Contract by Sections 13-15 (inclusive) of the Sale of Goods Act 1979 or by the Supply of Goods and Services Act 1982 or by any other legislation from time to time in force or by any previous course dealing between the parties or by law

8.1.1 The express warranty set out in condition 6 hereof is given and accepted in substitution for all other product obligations of 12GoDigital BV to the purchaser and in consideration of 12GoDigital BV entering into the Supply Contract the purchaser agrees not at any future time to rely upon any such other product obligations

8.1.2 Except in respect of death or personal injury caused by 12GoDigital BV' negligence, 12GoDigital BV will not be liable to the purchaser by reason of any product obligations, or under the express terms of the Supply Contract, for any consequential loss or damage (whether for loss of profit or otherwise) costs

expenses or other claims for consequential compensation whatsoever (or whether caused by the negligence of 12GoDigital BV ' employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the purchaser, except as expressly provided for in these terms and conditions

8.1.3 With the exception of the express warranty set out in condition 6 hereof;

8.1.3.1 Each of the product obligations of 12GoDigital BV relating to the Goods which is capable of being completely excluded by agreement between the parties or by any other means are hereby completely excluded from the Supply Contract

8.1.3.2 Each of the product obligations of 12GoDigital BV relating to the Goods which is not capable of being completely excluded by agreement or otherwise but is capable of being excluded to some lesser extent is hereby excluded to the fullest extent that the law from time to time allows the same to be excluded by agreement or otherwise

8.1.3.3 If any such product obligations cannot be excluded in whole or in part but 12GoDigital BV' liability for any breach of them is capable of being limited then the liability of 12GoDigital BV there under is hereby limited to the fullest extent that the law from time to time allows the same to be so limited by agreement or otherwise

8.1.4 12GoDigital BV' liability for its negligence (other than for death or personal injury as mentioned above) is excluded to the fullest extent from time to time allowed by law but (if such liability cannot be excluded or otherwise limited by any of the preceding provisions of this condition) is limited to €1m

8.1.5 12GoDigital BV' liability for breach of contract is limited in amount to the price of the Goods to the extent that such liability cannot be excluded or otherwise limited by any of the preceding provisions of this condition

8.2 12GoDigital BV will not be liable to the purchaser or be deemed to be in breach of contract if it is unable to comply with its contractual obligations because of;

8.2.1 The act or default of the purchaser

8.2.2 An act of God explosion flood tempest fire accident or other similar event or circumstance

8.2.3 War or threat of war sabotage insurrection civil disturbance requisition or act of terrorism

8.2.4 Import or export regulations or embargoes or acts restrictions regulations by-laws prohibitions or measures of any kind introduced by any governmental parliamentary or other authority

8.2.5 Strikes lockouts or any other industrial action or trade dispute (whether involving the employees of 12GoDigital BV or a third party)

8.2.6 Difficulties in obtaining raw materials labour fuel parts or machinery or stock

8.2.7 Power failure or breakdown in machinery

8.2.8 Any event or circumstance which is in any way beyond the control of 12GoDigital BV or which is not due to its act or default and in any of such events or circumstances 12GoDigital BV shall be entitled either to cancel the Supply Contract and be relieved of all liabilities there under or to extend the time for performance of the Supply Contract by a reasonable period and thereafter to cancel the Supply Contract and be relieved of its liabilities if it is still unable to comply with its contractual obligations by reason of any such events or circumstances mentioned above

## 9. Default

9.1 If the purchaser;

9.1.1 Fails to pay all amounts payable for the Goods on or before the due date

9.1.2 Fails to comply with its obligations under the Supply Contract

9.1.3 (Being an individual or being individuals any one of them) becomes bankrupt or has a bankruptcy petition presented against

9.1.4 (Being a company or being companies any one of them) enters into liquidation whether compulsory or voluntary (but not if the liquidation is for the amalgamation or reconstruction of a solvent company) or is the subject of an administration order or has a receiver or administrator appointed or a petition presented for its winding up

9.1.5 Enters into any arrangement for the benefit of its creditors or has any distress or execution levied against its goods or chattels

9.1.6 Is unable to pay its debts as and when they fall due for payment or has no reasonable prospect of doing so then in any one or more of such circumstances or events all amounts then payable for the Goods shall become immediately due and payable (if not already due and payable) and 12GoDigital BV may;

9.1.7 Cancel the Supply Contract and suspend any other Supply Contracts and stop any Goods in transit without being liable to the purchaser for compensation or damages

9.1.8 Require the purchaser to return any Goods in respect of which the property and title remains with 12GoDigital BV and if the purchaser fails to do so 12GoDigital BV may enter upon the premises where the Goods are stored and repossess and remove them without being liable to the purchaser in compensation or otherwise for doing so

9.1.9 Charge the purchaser interest (both before and after any judgment) on all amounts which are then due and remain unpaid at the rate of two per centum per annum above the base rate from time to time of Barclays Bank Plc (compounded at quarterly intervals) until payment is made in full

## 10. Indemnity

10.1 The purchaser will indemnify 12GoDigital BV in full on demand from and against all losses costs claims damages expenses and liabilities awarded against or incurred by 12GoDigital BV in connection with or agreed to be paid 12GoDigital BV in settlement of any claim;

10.1.1 For the infringement of any industrial or intellectual property right of any person which results from 12GoDigital BV producing modifying or processing the Goods in accordance with the purchasers specification(s)

10.1.2 Arising from any failure by the purchaser to comply with any instructions procedures precautions guidelines or other measures specified verbally or in writing by 12GoDigital BV relating to the use or maintenance of the Goods or from the purchaser's failure to use best endeavours to procure that any person who subsequently uses or buys the Goods (including a consumer) is made aware of the same and of the importance of complying with them

10.1.3 Arising because of any breach by the purchaser of any of its obligations under the Supply Contract

## 11. General

11.1 The purchaser consents to 12GoDigital BV disclosing information or data about the purchaser to any credit reference agency, to any other person for the purposes of 12GoDigital BV business, and to others whose products or services may in the opinion of 12GoDigital BV be of interest to the purchaser

11.2 Any notice or communication which is or may be required to be given hereunder by either party to the other must be in writing and addressed to that other party at its registered office or principal place of business or (in the case of any notice or communication to be sent to the purchaser) at its address as specified on 12GoDigital BV' invoice or at such other addresses as may at the relevant time have been notified pursuant to this provision to the party sending the notice or communication

11.3 A Supply Contract (including all rights and benefits under it) is not transferable or assignable by the purchaser in whole or in part to any other party or entity whatsoever

11.4 Any of these terms and conditions which are held or declared to be invalid or unenforceable in whole or in part shall apply with such reasonable variations or additions as 12GoDigital BV may notify to the purchaser and which shall be necessary to make them valid and enforceable and will not affect the operation of any other provisions of these terms and conditions

11.5 No waiver by 12GoDigital BV or any breach of the Supply Contract by the purchaser shall be considered as a waiver of any subsequent breach of the same or of any other provisions of these terms and conditions

11.6 Each right or remedy of 12GoDigital BV under these terms and conditions is separate and independent from and additional to each and every other right or remedy of 12GoDigital BV and each such right or remedy may be exercised without prejudicing any other such right or remedy

11.7 Each exclusion of 12GoDigital BV' liability under these terms and conditions shall be severable from any other such exclusion of liability

11.8 The expression "working day" means any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory bank or public holiday

11.9 Where any notification or communication under these terms and conditions is required to be given in writing then unless any particular term or condition requires otherwise it may be given by hand first class post airmail telex or telefax or by other comparable means of communications

## 12. Special Notice

12.1 These General Sales, Delivery and Payment terms are translated from our dutch version. Please pay attention that always our dutch version of the General Sales, Delivery and Payment terms will be leading.

