

Clause 1 Definitions

In these General Terms and Conditions the following terms will have the following meanings, unless explicitly stated otherwise:
The User: G & C Systems B.V., having its registered office and principal place of business at Kazemat 7, 3905 NIT in Veenendaal, The Netherlands;
The Buyer: the counterparty of the User, acting in its professional or commercial capacity;
Contract: the agreement between the User and the Buyer.

Clause 2 General

- The provisions of these General Terms and Conditions shall only apply to every offer by and every Contract with the User, insofar as these conditions are not explicitly deviated from in writing by the parties. The version filed most recently or the version in force at the time of the Contract being concluded shall always apply.
- The Conditions shall also apply to all contracts with the User, for the execution of which third parties are to be involved.
- The Buyer's general conditions shall only apply if it is explicitly agreed in writing that these conditions shall apply to the Contract to the exclusion of the User's Conditions. In that situation, any provisions contrary to the general conditions of the User and the Buyer shall only apply between the parties if and insofar as they are part of the conditions of the User.
- If one or more provisions in these General Conditions are null and void or are fulfilled, the other provisions of these general conditions shall continue to apply in full. The User and the Buyer shall then consult in order to agree on new provisions to replace the null and void or nullified provisions, whereby the purpose and the purport of the original provision shall be observed as much as possible.

Clause 3 Quotations

- Quotations given by the User shall be without engagement and shall be valid for a period of thirty days, unless stated otherwise. The User shall only be bound by committed quotations if they are accepted in writing by the Buyer within thirty days.
- Delivery times in the User's quotations are indicative and do not give the Buyer any right to dissolution or compensation in the event of their being exceeded, unless explicitly agreed otherwise.
- The prices quoted and applied by the User are exclusive of VAT and any other governmental levies, as well as any costs incurred as part of the Contract, including forwarding and administrative costs, unless stated otherwise.
- The User shall not be bound by an acceptance deviating from the offer included in the quotation. The Contract shall not come into force on the basis of this deviating acceptance, unless the User indicates otherwise.
- A compound quotation does not oblige the User to supply a portion of the goods included in the offer or quotation at a corresponding portion of the price quoted.
- Offers or quotations do not automatically apply to repeat orders.

Clause 4 Assignment

- A contract shall only be deemed to have been entered into if the assignment is confirmed in writing by the User or if delivery has commenced.
- Any arrangements with or promises made by representatives of the User that would imply a commitment by the User shall be confirmed in writing by the management of the User.

Article 5 Performance of the Contract

- The User shall perform the Contract to the best of its knowledge and ability and in accordance with the highest standards of good professional practice prevailing at the time.
- If and insofar as required for proper performance of the Contract, the User shall be entitled to have certain activities performed by third parties.
- The Buyer shall ensure that all data indicated by the User to be necessary or which the Buyer could reasonably be expected to understand to be necessary for performance of the Contract shall be timely provided to the User. If the data required for performance of the Contract are not provided to the User in time, the User shall have the right to suspend performance of the Contract and/or charge any additional costs arising from the delay to the Buyer at the usual rates.
- The User shall not be liable for damage of any nature whatsoever if the User proceeds from incorrect and/or incomplete data provided by the Buyer, unless the User should have known of this incorrectness or incompleteness.
- If it has been agreed that the Contract will be performed in stages, the User may postpone performance of those parts of the Contract belonging to a following stage until the Buyer has approved the results of the preceding stage in writing.
- If activities are carried out by the User or third parties engaged by the User for the purpose of the assignment at the Buyer's location or a location designated by the Buyer, the Buyer shall provide the necessary facilities, as such facilities as can reasonably be required by the User or the third parties engaged by the User.
- The Buyer shall indemnify the User against any claims by third parties sustaining a loss as a result of the performance of the Contract if such loss is attributable to the Buyer.

Article 6 Delivery

- The User's warehouse shall be considered the place of delivery, unless otherwise agreed. The risk of loss of or damage to the products that are the object of the Contract shall pass to the Buyer as soon as these are legally and/or actually delivered to the Buyer and thus placed under the control of the Buyer or a third party designated by the Buyer.
- Deliveries, express deliveries at the request of the Buyer and shipments of repairs carried out by the User shall be made carriage paid. If the Buyer fails to give timely instructions on the manner of dispatch, the User shall be free to choose the form of transport.
- Order handling fees in respect of orders of up to EUR 500 shall be invoiced, whereas the User reserves the right not to accept orders below a certain minimum amount.
- Any packaging costs charged shall be credited in part or in whole once the packaging material has been returned carriage paid in good condition. If goods cannot be transported to their destination for reasons independent of the User, the User shall be entitled to store such goods at the Buyer's risk and expense and to require payment of the purchase price as if the delivery had taken place, as well as payment of the storage costs.
- All goods - also those sold carriage paid - shall be transported at the risk of the Buyer or the recipient from the warehouses of the User, even if the carrier demands that the forwarding note in respect of our shipments states that any damage during transport shall be borne by the consignor. Recipients shall report any transport damage and/or short deliveries immediately upon receipt both to the carrier, with due observance of the carrier's applicable instructions, and in writing to the User.
- The delivery times stated in offers or order confirmations drawn up by the User shall be stated without engagement and are approximations. The delivery time shall always commence on the date of the User's order confirmation. Although an agreed delivery time will be adhered to as much as possible by the User, the User cannot be held responsible for any delay caused by force majeure (see Clause 21, Force majeure).
- The Buyer shall be obliged to purchase the goods as soon as the User delivers them or has them delivered or as soon as they are placed at the Buyer's disposal according to the Contract.
- If the Buyer refuses to accept or fails to provide information or instructions that are necessary for the delivery, the User shall be entitled to store the goods at the expense and risk of the Buyer.
- If the goods are delivered, the User shall be entitled to charge delivery fees to the Buyer. These shall be invoiced separately.
- If the User requests data from the Buyer for the purposes of performing the Contract, the delivery time shall commence once the Buyer has provided the said data to the User.
- The User may, if necessary, deliver in stages. The provisions applicable to the delivery of the entire order shall apply in full to any deliveries in stages. This applies in particular with regard to the payment period. Any penalty clause shall lose its force in the event of force majeure.
- Any catalogues, drawings, photos or other illustrations and descriptions provided by the User or by suppliers of the User shall serve only as general information and shall not oblige the User to deliver in accordance with the sizes, weights or technical details specified.

Clause 7 Samples and models

- If a sample or model has been shown or provided to the Buyer, it shall be deemed to have been provided solely as an indication, without the object having to correspond to it, unless explicitly agreed otherwise.
- In the case of Contracts relating to immovable property, any statement of the surface area or other dimensions and indications shall also only be deemed indicative, without the object having to correspond to it.

Clause 8 Examination complaints

- As referred to in Clause 6.5, the Buyer shall be obliged to examine the goods or have the goods examined at the time of delivery and in any event within the earliest possible period. When doing so, the Buyer shall examine whether the quality and quantity of the goods correspond with the agreed specifications and in any event meet the requirements of normal business transactions.
- Complaints about goods delivered by the User shall only be considered by the User if submitted to the User in writing within eight days of receipt of the goods and stating the invoice number and packer's number and the reasons for the complaint. In that case, the goods involved shall be available for inspection by the User. Non-visible defects shall be reported within three weeks of discovery and in any event no later than 3 months after delivery.
- Even if complaints are submitted in time in accordance with the previous section, the Buyer shall remain obliged to buy and pay for the purchased goods. If the Buyer wishes to return defective goods, such shall be done subject to the User's prior written permission in the manner specified by the User.
- Goods that have already been delivered shall not be taken back by the User except with the written approval of the User's management.
- If a complaint is taken into consideration after expiry of the above-mentioned term, such shall be done entirely without obligation and without the Buyer being allowed to derive any rights from this.
- Any complaints considered to be correct by the User shall result in replacement of or compensation for the relevant goods, such as at the User's discretion.

Clause 9 Prices

- The prices and quotations stated in price lists, circulars, advertisements, letters or any other document drawn up by the User shall always be without engagement. This shall also apply to orders accepted by the User, unless the price is explicitly agreed on at that time. Please note that delivery shall always be at the prices applicable on the date of delivery and in all cases exclusive of VAT.
- Even if the User has agreed a fixed selling price with the Buyer, the User shall nonetheless be entitled to increase the price in the cases mentioned below and in any event to the maximum of the price increase indicated in the offer or quotation. The price increase shall take effect from the conclusion and prior to the execution of a Contract shall be passed on to the Buyer.
- The User may pass on price increases if the User can demonstrate that significant price movements have occurred with regard to, for example, exchange rates, wages, raw materials, semi-finished products or packaging materials between the time of the Contract being offered and being executed.
- If a price increase as referred to above is applied, the Buyer shall be entitled to cancel the contract of sale entered into and insofar as not yet performed, provided notice of the decision to this effect is given in writing within three days of receipt of the notification of the price increase.
- If the price increase exceeds 15%, the Buyer shall be entitled to dissolve the Contract, unless such price increase is the result of a change in the Contract or arises from adjustments thereto in accordance with the law.
- The User cannot provide any binding quotations for repair orders in advance, any prices referred to shall be considered as guide prices only.
- Verbal promises and arrangements shall only bind the User if and insofar as confirmed in writing by the User.

Clause 10 Modification of the Contract

- If it appears during the performance of the Contract that proper performance will require the activities to be modified and/or supplemented, the parties shall modify the Contract accordingly in time and by mutual agreement.
- If the parties agree to the Contract being modified and/or supplemented, this may affect the time/date of performance being completed. The User shall inform the Buyer of this as soon as possible.
- If the modification and/or supplement have financial and/or qualitative consequences for the Contract, the User shall inform the Buyer of these consequences in advance.
- If a fixed rate has been agreed, the User shall indicate the extent to which the modification or supplement will result in this fixed rate being exceeded.
- Despite these provisions, the User cannot charge any additional costs if the modification or supplement is the result of circumstances that may be attributed to the User.

Clause 11 Payment

- Every contract purchase and sale shall be entered into by the User on the suspensory condition that the Buyer's creditworthiness shall be adequately evidenced in the User's opinion by information to be obtained by the latter. Before continuing to supply any further, the User shall at all times be entitled, also after having carried out an order in whole or in part, to require the Buyer to provide security considered satisfactory by the User so as to ensure timely and full payment of the Buyer's payments and other obligations.
- All payments shall be made within 30 days of the date of invoice in a manner designated by the User and in the currency in which the invoice is denominated; payments shall be on a strictly net basis, unless otherwise agreed by us in writing. Any objections to the amount of an invoice shall not suspend the obligation to pay. However, the User shall always reserve the right (at the User's discretion) to deliver for cash (C.O.D.). In the event of a C.O.D. consignment being refused, the Buyer shall undertake to compensate the User for all costs incurred by us as a result.
- If the Buyer remains in default by failing to pay within the stated period, the Buyer shall be in default by operation of law. The Buyer shall then owe the User interest for each month (or part thereof) at the rate of 1/2 of the interest corresponding to the promissory note discount rate of De Nederlandsche Bank N.V. plus 3% a year. Interest on the due and payable amount shall be calculated from the moment of the Buyer being in default until the moment of the amount being paid in full.
- In the event of the Buyer's winding-up, bankruptcy, attachment or suspension of payments, the User's claims against the Buyer shall become immediately due and payable.
- The User shall be entitled to apply payments made by the Buyer firstly against costs, secondly against interest due and lastly against the principal sum and accrued interest. The User may, however, consequently be deemed to be in default; refuse an offer of payment if the Buyer designates a different sequence for applying payments. The User may refuse full payment of the principal sum if payment of outstanding and accrued interest and costs is not included.
- Any collecting charges, including any judicial and extrajudicial costs (including the essential collection charges) shall be borne by the Buyer. (See Clause 17 Collection charges)

Clause 12 Retention of title

- Until payment has been made in full, the delivered goods, including any designs, sketches, drawings, films, software and electronic or other files etc. shall remain the property of the User and may be taken back by the User at all times, whereas the Buyer shall be obliged to return these goods to us forthwith and to pay any damage paid on first delivery.
- The Buyer shall not be authorized to pledge the goods covered by retention of title or to encumber these in any other manner.
- If third parties attach goods delivered under retention of title or wish to establish or enforce rights to these goods, the Buyer shall be obliged to inform the User of this as quickly as may reasonably be expected.
- The Buyer shall undertake to insure and keep insured the goods delivered under retention of title against fire, detonation damage, water damage and theft and to allow the User to inspect the relevant insurance policy on first request.

- Any goods delivered by the User and covered by retention of title under the provisions of Clause 12.1 shall only be permitted to be sold on as part of ordinary business operations and shall never be used as a means of payment.
- In the event of the User wishing to exercise the ownership rights referred to in this Clause, the Buyer already now for then gives unconditional and irrevocable permission to the User or third parties designated by the User to enter all those places where the property of the User is located and to take back those goods.
- The User shall be entitled, without any judicial intervention being required, to take back any unpaid goods, notwithstanding the User's right to compensation in the following cases:
 - If the Buyer commits breach of contract and is declared to be in default in this respect;
 - If the Buyer is declared bankrupt or liquidated, files for suspension of payments or initiates the entire or partial winding-up of its business;
 - If the Buyer's business passes into other hands by transfer of shares or upon the Buyer's death;
 - In the event of judicial seizure and/or sale by execution of the goods and/or property of the Buyer, such including goods supplied by us but not yet fully paid. If the User makes use of this right, any part of the purchase price already paid to the User shall be deducted. The User reserves its right to claim compensation in that case.

Clause 13 Return shipments

- Goods may only be returned after prior approval in writing, whereby an administration number shall be assigned to the return shipment. All return shipments shall be sent to the User carriage paid and at the Buyer's risk. Return shipments shall include the invoice number used for delivery by the User and also the administration number.
- In the event of a return shipment of goods delivered in accordance with the order, the User reserves the right to credit the value of the goods, while deducting an administrative fee of 10%.

Clause 14 Subsequent delivery

- Orders or parts of orders unable to be delivered forthwith shall be booked for the earliest possible subsequent delivery, unless the Buyer decides otherwise in advance.

Clause 15 Special orders

- Components not kept in stock by the User can be ordered specially. The Buyer shall be obliged to purchase these specially ordered components, whereby any additional costs incurred in this respect shall be borne by the Buyer.

Clause 16 Guarantees

- The User guarantees that the goods to be delivered shall meet the usual requirements and standards that may be set in this respect and shall be free of any defects.
- The guarantee referred to in 16.1 shall also apply if the goods to be delivered are destined for use abroad and the Buyer explicitly informs the User of this in writing at the time of entering into the Contract.
- The guarantee referred to in 16.1 shall be valid for a period of 3 months after delivery, unless otherwise agreed.
- In the event of the guarantee being called, the article will be repaired or replaced by the User, such as at the User's discretion.
- The guarantee shall only be valid if the seal affixed to the equipment is not broken and, in those cases involving equipment that has not been sealed, if such equipment has not been repaired or modified by others.
- Any equipment sent to the User for assessment in respect of the guarantee shall be delivered to the User's warehouse carriage paid and at the Buyer's risk. Return shipment of this equipment shall always be for the expense and risk of the Buyer.
- The User reserves the right to act at its discretion or convert into scrap any used components sent to the User for assessment or for the purposes of providing a repair quotation if no order to repair the components is given within three months of the User's assessment or quotation and after the User's reminder.
- If the goods to be delivered meet these guarantees, the User shall within a reasonable period after receipt of the goods or, if return is not reasonably possible, after receipt of the Buyer's written notification replace or, at the User's discretion, ensure repair of the goods. In the event of replacement, the Buyer shall be obliged to return the replaced goods to the User and to grant ownership to the User.
- The guarantee referred to in this respect shall not be valid if the defect has arisen as a result of improper or injudicious use of the Buyer or third parties, without written permission from the User, have made or have tried to make changes to the article or have used the article for purposes for which it is not intended.
- If the guarantee provided by the User concerns an article produced by a third party, the guarantee shall be limited to the guarantee provided in this respect by the producer of the said article.

Clause 17 Collection charges

- If the Buyer defaults in the fulfillment or timely fulfillment of its obligations, all reasonable costs incurred in order to obtain payment out of court shall be borne by the Buyer. In the case of a monetary claim, the Buyer shall at any rate owe collection charges. The collection charges shall be calculated in accordance with the applicable collection rates advised by the Netherlands Bar Association.
- If the User incurs higher costs that can reasonably be considered necessary, these shall also qualify for compensation.
- Any reasonable judicial and foreclosure costs incurred shall also be borne by the Buyer.

Clause 18 Suspension and dissolution

- The User shall be authorized to suspend the fulfillment of its obligations or to dissolve the agreement if:
 - the Buyer does not or does not fully fulfill the obligations specified in the Contract;
 - after the Contract has been entered into, circumstances that come to the User's knowledge give good reason to fear that the Buyer will fail to fulfill its obligations. In the event of the User having good reason to fear that the Buyer will fulfill its obligations only in part or improperly, such suspension shall only be admitted insofar as justified by the failure or
 - the Buyer was requested upon entering into the Contract to provide security in respect of the fulfillment of its obligations under the Contract and such security is not forthcoming or is insufficient. As soon as security has been provided, the right to suspension shall lapse, unless fulfillment of the Contract has been unreasonably delayed as a result.
- Furthermore, the User shall be authorized to dissolve the Contract or to have the Contract dissolved if circumstances occur that are of such nature that fulfillment of the Contract cannot possibly be required or can no longer be required according to standards of reasonableness and fairness, or if otherwise circumstances occur that are of such nature that unmodified maintenance of the Contract cannot reasonably be expected.
- If the Contract is dissolved, the User's claims against the Buyer shall become immediately due and payable. If the User suspends fulfillment of its obligations, the User shall retain its claims in and under the Contract.
- The User shall always reserve the right to claim compensation.

Clause 19 Return of items provided

- If the User provides the Buyer with items for the purposes of performing the Contract, the Buyer shall return all the said items within 14 days of performance being completed in their original state and free of defects. If the Buyer fails to fulfill this obligation, all resulting costs shall be borne by the Buyer.
- If the Buyer, for whatever reason and after demand to this effect, remains in default in respect of the obligation referred to in 19.1, the User shall have the right to recover the resultant damage and costs, including the costs of replacement, from the Buyer.

Clause 20 Liability

- If goods supplied by the User are defective, the User's liability vis-à-vis the Buyer shall be limited to that provided for in these Conditions under "Guarantees".
- If the User is liable for direct loss, such liability shall be limited to a maximum of the amount of the payment to be made by the User's insurance company and in any event to a maximum of twice the invoice amount and in any event to that part of the Contract to which the liability relates. The User's liability in respect of direct loss shall at all times be limited to a maximum of EUR 1,000,000 [in words: one million euros].
- Direct loss shall be taken to mean only:
 - the reasonable costs incurred to assess the cause and scale of the loss, insofar as the assessment relates to loss within the meaning of these Conditions;
 - any reasonable costs needed to be incurred so as to ensure that the User's inadequate performance complies with the Contract, unless this inadequacy cannot be attributed to the User;
 - reasonable costs incurred to prevent or limit loss, insofar as the Buyer demonstrates that these costs have resulted in limitation of the direct loss referred to in these General Conditions.
- Any claim to compensate loss of profits or other collateral damage, including consequential damage, lost profit, missed savings and loss because of business standstill shall be excluded. The Buyer shall indemnify the User against any claims submitted against the User by third parties for compensation of costs, damages and interest relating to performance of the Contract, while the Buyer shall be obliged to indemnify the User against all costs, damage and interest that may arise from legal actions initiated by third parties in respect of the User.
- The limitations on liability for direct loss included in these Conditions shall not apply if the loss is the result of the intent or gross negligence of the User or its employees.

Clause 21 Force majeure

- The User shall not be obliged to fulfill any obligation if prevented from this as a result of a circumstance which it cannot help and for which the User shall not or should not be held liable in accordance with the law, a juristic act or according to common opinion.
- In addition to the provisions of the law and jurisprudence in this respect, force majeure in these General Conditions shall also be taken to mean all external causes, unforeseen or unforeseen, on which the User cannot exercise any influence, but which result in the User being incapable of fulfilling its obligations. It shall also include strikes in the User's business. Force majeure shall also specifically include all instances of factory disturbance, strike, lockout, late delivery or non-delivery of materials and components we have on order, railway strike or closed waterway, civil commotion, fire and all similar cases.
- The User shall also be entitled to rely on force majeure if the circumstance preventing fulfillment or further fulfillment commences after the User should have fulfilled its obligations.
- Parties may suspend the obligations under the agreement during the period the force majeure continues. If the delivery time is exceeded as a result of force majeure, the User shall not be entitled to refuse receipt or payment of the goods or require any compensation from the User. If the delivery time is exceeded by two months, each of the parties shall be entitled to dissolve the agreement, without being obliged to compensate the other party for loss.
- Insofar as the User has fulfilled or will be able partially to fulfill its obligations under the Contract at the time of the force majeure commencing and independent value accrues to the part of the Contract fulfilled or to be fulfilled, the User shall be entitled separately to invoice the part already fulfilled or to be fulfilled. The Buyer shall be obliged to pay this invoice as if it were a separate Contract.

Clause 22 Indemnities

- The Buyer shall indemnify the User against claims by third parties with regard to intellectual property rights in respect of materials or data provided by the Buyer and used in the performance of the Contract.
- If the Buyer provides the User with information carriers, electronic files or software etc., the Buyer guarantees that this shall not result in third-party property rights or copyrights being infringed and that the information carriers, electronic files or software shall be free from viruses and defects.

Clause 23 Intellectual property rights and copyrights

- In the event of the User providing the provisions elsewhere in these General Conditions, the User reserves the rights and powers accruing to the User under the Dutch Copyright Act, 1912.
- The Buyer shall not be allowed to make changes to the goods unless such changes are the result of the nature of the goods or unless otherwise agreed on in writing.
- Any designs, sketches, drawings, films, software and other materials or electronic or other files prepared by the User or as part of the Contract shall remain the User's property, irrespective of whether these have been placed at the disposal of the Buyer or of third parties, unless otherwise agreed.
- Any documents such as designs, sketches, drawings, films, software and electronic or other files etc. provided by the User shall be used only by the Buyer and shall not be reproduced, published or brought to the knowledge of third parties without the prior permission of the User, unless the nature of the said documents dictates otherwise.
- The User reserves the right to use for other purposes any increase in knowledge resulting from performance of the activities, provided that this does not result in confidential information being brought to the knowledge of third parties.
- It is strictly forbidden, except with the User's written permission, for the Buyer to show third parties any documents provided, such as illustrations, samples, drawings or other documentation.
- It is strictly forbidden, except with the User's written permission, for articles supplied by the User to be displayed by the Buyer at exhibitions.

Clause 24 Confidentiality

- Both parties shall observe confidentiality in respect of all confidential information that they have obtained from each other or from another source as part of their Contract. Information shall be considered confidential if a party has stated that it is confidential or if such arises from the nature of the information.
- If, under a statutory provision or a court decision, the User is also obliged to provide third parties designated by law or the competent court with confidential information and the User cannot rely on any statutory right of non-disclosure or any right acknowledged or permitted by the competent court, the User shall not be liable to pay damages or compensation and the other party shall not be entitled to dissolve the Contract on the grounds of any loss consequently arising.

Clause 25 Non-acquisition of staff

- The Buyer shall in no circumstances, unless proper commercial consultations with the User take place in this respect, recruit or in any other way engage, whether directly or indirectly, employees of the User or of businesses to which the User has had recourse for the purposes of performing this Contract and who are or have been involved in the performance of the Contract for the User during the term of the Contract or a period of one year after its completion.

Clause 26 Disputes

- The court in the User's place of business shall have exclusive jurisdiction to take cognisance of disputes, unless the subdistrict court is competent.
- The User shall nonetheless be entitled to submit the dispute to the court with jurisdiction according to the law.
- The parties shall not appeal to the court until they have made every possible effort to settle the dispute by mutual agreement.

Clause 27 Applicable law

- Netherlands law shall apply to any Contract between the User and the Buyer. The Vienna Sales Convention (CISG) shall be explicitly excluded.

Clause 28 Special Delivery Conditions with regard to customer-specific products

- Deliveries of customer-specific products and/or products specially manufactured by the User may be made subject to delivery conditions specially compiled for this purpose.