

## **General conditions of sale**

QRP Technology BV  
Houtweg 18  
2461GR Ter Aar  
the Netherlands

Chamber of Commerce Leiden 28098655

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Pertaining to all selling and buying agreements made by QRP Technology B.V., hereafter referred to as "seller" and its buyers and/or principals, referred to as "buyer".

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### **General observation**

Art. 1

1. Buyer's claims based on any General Sales Conditions shall only be accepted by seller if these conditions are explicitly stated in writing in the agreement made.
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### **Offers and orders**

Art. 2

1. Seller's offers shall not entail any obligation to sell unless this is explicitly stated in the offer. Pictures, drawings, catalogues, sales brochures and descriptions of weight and measurement will be stated to the best of seller's knowledge, but shall not be considered binding.
  2. Seller shall be required to award buyer's order only if buyer has not been notified in writing of such award by seller. Buyer shall be bound by his order.
  3. Alterations in the order or in the agreement shall only be valid if made in writing and if accepted in writing by the seller.
  4. Seller shall be entitled to alter the price after notice has been given of the order being awarded, in case the increase in price is due to the introduction or increase of legal and public taxes, duties, tariffs of any description, or due to higher prices paid for raw materials, auxiliary materials, fuels, labour, manufactured or semi-manufactured products, higher transport costs, or due to fluctuations in the value of the Euro in relation to the currency of the country of origin of the goods purchased, or due to any other circumstances affecting prices which are beyond the control of seller.
  5. All prices and contract sums shall be understood for delivery ex factory or warehouse in the Netherlands and shall not include packing costs unless this is explicitly stated in writing. Seller shall be entitled to add a reasonable surcharge on orders for this purpose.
  6. In the case of an order for products which so far have not been produced by the seller, the seller is entitled to request payment by the buyer of all additional unforeseen production costs, caused to the seller by such production. If, after having been informed in writing by the seller of such costs, the buyer does not within an 8-days period accept to pay such costs, then the seller will be entitled to annul the order to the extent it has not yet been executed without being in any way liable vis-a-vis the buyer or any third party in respect of such cancellation.
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## **Risk and liabilities relative to the goods**

art. 3

1. As soon as the good have been delivered, all liability relative to them shall be accepted by buyer.  
Delivery of goods, as referred to in these General Sales Conditions, shall be understood to mean when the goods or a significant part of them in the judgement of the seller, are tested or evaluated in seller's factory, or when they are ready for examination, respectively for shipment and the buyer has been notified accordingly by seller.
  2. Buyer shall be liable for goods in shipment and for shipping costs.
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## **Ownership of goods**

Art. 4

1. The goods shall remain property of seller until such time as they have been fully paid for.
  2. Prior to that date buyer shall only be entitled, provided notice to the contrary has not been given by the seller, to remove or handle goods which are property of seller to the extent of which the removal or handling is part of the normal and legal operation of buyer's business.
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## **Delivery by partial shipments**

art. 5

1. Seller shall be permitted to deliver the order in partial shipments.
  2. Each partial shipment may be billed seperately.
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## **Payment**

art. 6

1. The selling price includes the product(s) and not the cost of shipping/handling, money transfer and delivery.
  2. Payment shall take place at the office of seller or by deposit to an account indicated by seller, and without deductions or compensation for dept/costs/claims and, unless otherwise agreed, within thirty days of the date of invoice.
  3. If the buyer does not pay within the time limit set by the seller or otherwise agreed upon and does not respond to a notice with term of 7 days, the seller has all the rights to cancel the agreement. The buyer will be liable for all damages and costs for doing so.
  4. If the seller has to start legal action against the buyer to get payment of the outstanding invoice(s) and costs, the buyer will be liable for the legal or court intervention costs with a minimum of 250 euro.
  5. Buyer shall be required to provide sufficient security as to the payment of the goods, if asked to do so by seller. If buyer does not do so as the request of seller, seller then shall have the right to wholly or partially invalidate, annul or suspend the agreement without legal or court intervention. If buyer fails to pay within the period stated in paragraph 1. of this article, he shall be considered to be in legal default, to charge an annual interest of 12% beginning on the last day the original invoice was to be paid, in addition to any judicial or extrajudicial costs of obtaining payment incurred by seller.
  6. Regardless of sums stated in foreign currency on seller's invoices, seller shall at all times retain the right to demand payment in Dutch (Euro) currency, according to the rate of exchange at the date the agreement was made, or, according to the preference of seller, at the last day the original invoice was to be paid.
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## **Time of delivery**

### **Art. 7**

1. The term of delivery shall begin after seller has accepted the order in writing, all formalities necessary prior to the transaction having been accomplished, all documents needed being in possession of seller and buyer having supplied seller with any required information needed for the fulfilment of the transaction. The term of delivery shall be suspended as soon as and as long as buyer is in default of payment of any amount owed by virtue of this agreement, or as long as seller is prevented from delivering due to force majeure, For definition of "Force Majeur", see article 13, par. 2
  2. A delay in the term of delivery, whatever the reason may be, shall not entitle buyer to claim damages, to invalidate the agreement nor to fail to meet in any way his obligations resultant from this agreement or from any related agreement.
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## **Warranty**

### **Art. 8**

1. Buyer shall be obliged to take delivery of goods as soon as seller has delivered them.
  2. If all or part of the goods have to be put into storage because delivery was not taken of them, seller shall be entitled to charge buyer with the costs of storage.
  3. Seller shall warranty the sound quality of goods made and delivered by his company, as well as the quality of the materials used to make and supply the goods and the quality of their preparation by seller or his personnel, such that any and all defects in the goods supplied which buyer can become evident within six months of their delivery as defined in these General Conditions of Sale, and which are exclusively or primarily due to improper construction according to seller's design, faults or error in finishing or use of poor quality material shall be remedied by seller free of charge, whether this be by means of repair or by replacement with the proviso that this shall only apply to repair or replace within the Netherlands. All travel and hotel expenses of repairmen shall however be paid by buyer. No other claims for damage shall be accepted. The warranty period, being within 12 months after delivery of the goods as defined in these General Conditions of Sale, will neither be changed nor be influenced by warranty repairs and/or warranty replacements of parts or components to the delivered products or systems.
  4. Visible defects shall be reported by buyer in writing within eight days of buyer's taking delivery of the goods. If buyer fails to do so, seller's obligation of warranty shall not be valid for those specific defects. Seller's alleged failure to meet his obligation of warranty shall not in any way diminish buyer's obligations as stated in or resulting from this or any other agreement made with seller.
  5. Claims based by buyer in seller's binding warranty shall expire and become inadmissible after twelve months at the latest, from the date of delivery of the goods as defined in these Conditions of Sale. Seller's obligation of warranty shall be totally invalid in case buyer, without consulting seller or obtaining seller's approval, attempts to repair or to have repaired the goods delivered. Seller's warranty shall also become invalid if buyer fails to meet either duly or timely any obligation resulting from this or any related agreement with seller.
  6. The warranty for goods which seller has obtained from third parties shall only be valid to the extent to which seller is effectively indemnified by these third parties.
  7. If seller, without having been duly instructed to do so, lends assistance or aid of any kind to repairs, such repairs shall therefore take place outside the liability of seller, at the cost and under the liability of buyer.
  8. If seller agrees to take back goods, these shall be sent on buyer's expense to seller's warehouse, clearly stating the invoice number and the date of invoice.
  9. The costs of compensation after (warranty) repair shall never be claimed to seller.
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## **Examination, testing and try-outs**

### **Art. 9**

1. If examination of the goods delivered has been agreed on, this shall take place within fourteen days of seller's giving notice to buyer that the goods are ready for examination. In case the examination has not taken place in the period, the goods or work shall be considered approved. In case the examination is preceded by testing or try-out, the examination shall not take place until such a time as seller has had ample opportunity to remedy or remove any defects which have become evident during the try-out and which have as such met with the disapproval of buyer.
  2. Testing end try-out shall never take place under the liability of seller; seller therefore accepts no liability for material or personal damages caused by testing or try-out by buyer or by personnel under supervision by buyer, not even in case of default. In case of default, buyer shall hold seller harmless and indemnified against any liability for damage to third parties resulting from testing or try-out.
  3. Buyer shall be obliged to follow promptly and free of charge any instructions given by seller with regards to testing or try-out, both pertaining to services rendered and to making available the necessary personnel and material.
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## **Patent-infringement**

### **Art. 10**

1. In the case that buyer's order includes or details the seller's manufacturing, devising or constructing (part of) the goods according the specifications, plans, designs, models or instructions on the part of the buyer, then the buyer will safeguard the seller against and will hold the seller harmless in respect of any claims on the part of third parties in respect on any patent-infringement occasioned by the seller thus producing the goods.
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## **Liability**

### **Art. 11**

1. Without prejudice to the provisions of Article 9 of these General Conditions of Sale, seller shall never be liable to buyer for damages caused to third parties, and buyer shall be obliged to indemnify seller against any and all claims from third parties for costs, damages or interest resulting from actions or missions on the part of persons employed by seller or rendering services to seller, even in case of default or resulting from actions take place under seller's supervision.
  2. Buyer shall vouch at all times that seller's use of information or facts and the like supplied by buyer shall not cause seller's violation of the law nor infringement of the legal rights of third parties.
  3. Buyer shall assume complete liability for all damage or loss of seller's goods arising from implementation of the agreement with seller, in case these goods are situated on buyer's grounds or in buyer's buildings, regardless of the reason for damage or loss. Buyer shall also assume this liability in case these goods are found elsewhere unless buyer can prove that seller is at fault for such damage or loss.
  4. All drawings, models and patterns made up by or for seller on behalf of the implementation of the agreement, and all rights pertaining to the use of these, shall remain the inalienable property of seller.
  5. The seller will in no way be liable in respect of advice and/or information and/or any technical opinion furnished by the seller regarding any goods sold and/or manufactured by the seller, unless such advice/information/opinions has been expressed in an explicit guarantee, given in writing by a competent officer of the seller.
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## **Consignment**

### **Art. 12**

1. At the request of buyer, seller may ship goods on consignment of buyer.

2. Buyer shall only be permitted to sell such goods received on consignment with the explicit prior consent of seller.
  3. The goods shall be considered to have delivered as defined in these General Conditions of Sale if and in so far as such consent to the sale of goods on consignment has been given by seller. All provisions of these General Conditions of Sale shall then be applicable, with the understanding that the buyer shall be charged by the seller for the goods at the price prevailing at the time the consent has been given.
  4. Goods shipped on consignment shall be insured by buyer against any risks from the moment the goods leave seller's factory or warehouse. Shipment of the goods shall be paid by buyer.
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## **Force Majeur**

### **Art. 13**

1. In case of force majeure, seller shall be entitled to suspend implementation of the order or to render entirely or partially invalid the agreement, without for that reason entitling buyer to any claims for damages, costs or interest.
  2. Force majeure shall be understood to mean, among other things: wars (inside or outside the Netherlands), mobilization, riots, floods, obstructions of transport, restriction, discontinuation or stagnation of supplies from public utility companies, lack of fuel, lack of raw materials, fire, break-down of machinery and other accidents, strikes or other unforeseen circumstances including those in the country supplying the raw materials or semi-manufactured products, with circumstances impede or delay seller's normal operations or make it impossible to expedite the order in time.
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## **Suspension and annulment**

### **Art. 14**

1. In case buyer fails to meet complete and/or in due time, his obligations resulting from an agreement, or in case of his declaring bankruptcy or suspension of payment or in case of liquidation of his company, he shall be considered to be in default without further notice and seller shall have the right, without notice of default and without legal intervention to either wholly or partially suspend implementation of the agreement or to wholly or partially annul the agreement, without committing seller to pay any claims for damage.
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## **Statute of Limitations**

### **Art. 15**

1. Unless other legal provisions are applicable, no legal claims to which buyer might recur under these General Conditions of Sale shall be admissible after one year of the date of the last delivery or final delivery date.
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## **Laws applicable and jurisdiction of courts**

### **Art. 16**

1. The agreement and all parts of it shall be subject to Dutch law, and shall be considered to have been concluded in the Netherlands.
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