



GENERAL TERMS AND CONDITIONS

Vivan Trade is registered with the Chamber of Commerce and Industry under number 80849970

1. APPLICABILITY

- 1.1 These general terms and conditions (the “general terms and conditions”) apply to all offers (separately referred to as: an “offer”) and agreements (separately referred to as: an “agreement”) under which Vivan Trade, with its registered office and principal place of business at Rozenstraat 28, 1214BT Hilversum, the Netherlands, and with Trade Register No. 80849970 (Vivan Trade), delivers items of property (the “Items”) to a purchaser (the “customer”)
- 1.2 These terms and conditions also apply for the benefit of anyone who Vivan Trade engages for the performance of an offer or an agreement.
- 1.3 The applicability of any general terms and conditions, including general purchasing terms and conditions, of the customer is hereby explicitly excluded.
- 1.4 Any deviations from these general terms and conditions are only applicable if they have been explicitly agreed, in writing, between Vivan Trade and the customer.

2. OFFERS

- 2.1 All offers are issued without obligation. An agreement between Vivan Trade and the customer is effected solely if Vivan Trade signs a written Agreement.
- 2.2 An offer is valid for seven days calculated from the date of the offer, unless the offer provides otherwise.
- 2.3 Vivan Trade is entitled at all times to cancel an offer. If the customer has accepted an offer, Vivan Trade has the right to cancel the offer within 14 days of receipt of the acceptance, in which case no agreement will be concluded. Cancellation by Vivan Trade does not give the customer any right to compensation.

3. PRICES

- 3.1 The prices that Vivan Trade includes in an offer or an agreement are based on the price determining factors that are known at the time of making the Offer or entering into an agreement, including the

purchase price for Vivan Trade or any amendments to the original offer or agreement that are requested by the Customer. Vivan Trade has the right to adjust the prices in an offer or an agreement in line with any changes in the price determining factors that occur in the period between making the offer or entering into the agreement and the agreed time of payment for the Items by the customer.

- 3.2 Vivan Trade is entitled at all times to adjust the prices (including those specified in offers or agreements) if a statutory or other government measure that affects the price gives reason to do so.
- 3.3 All prices are exclusive of VAT, other taxes, levies, duties and any applicable costs that are not specified in the offer or agreement, including costs of transport and insurance.
- 3.4 Misprints in price lists, leaflets, advertisements and the like may not be invoked against Vivan Trade.

4. DELIVERY AND DELIVERY PERIODS; INSPECTION BY THE CUSTOMER

- 4.1 An agreed delivery period does not commence until Vivan Trade has received all the information it requires and all payments have been made in accordance with the agreement, unless otherwise agreed in writing.
- 4.2 Vivan Trade endeavours to comply with the delivery periods specified in the offer or agreement. However, these delivery periods are solely target dates and do not constitute strict deadlines. If Vivan Trade does not deliver the Items within the specified delivery period, Vivan Trade is not in default merely as a result of that. If Vivan Trade exceeds the delivery period, the customer is not entitled to refuse receipt of the Items, and, insofar as the Items have not yet been paid for, the customer remains obliged to make the payment in accordance with the agreement. If Vivan Trade fails to meet the deadline for delivery, the customer is not entitled to terminate the Agreement and, in that case, is not entitled to claim compensation either. If Vivan Trade fails to meet the delivery deadline due to amendments to the offer or agreement that have been requested by the customer and which Vivan Trade has accepted, the delivery period will be extended by the period that is reasonably required to comply with the amended offer or agreement.
- 4.3 Vivan Trade is entitled at all times to make partial deliveries of the ordered Items. In the event of a partial delivery, the customer is obliged to pay the corresponding invoice in accordance with the payment period specified in the agreement (or, in the absence of an agreement, in the invoice).
- 4.4 Vivan Trade is entitled to deliver Items that differ from what has been agreed, e.g. altered but equivalent hardware components, if such alterations to the Items, packaging or documentation to be delivered are required in order for them to comply with any statutory provisions or for proper performance of the agreement, or if such alterations to the Items are insignificant and constitute improvements. The customer is aware of the fact that hardware is continually subject to technical alterations. The customer agrees to Vivan Trade delivering Items in the version/model that is standard at the time of delivery.

- 4.5 The customer is obliged to inspect the delivered Items, immediately after delivery, for completeness, damage or other differences from what the customer has ordered. If the delivered Items are incomplete, damaged or differ in any other way, the customer must notify Vivan Trade of this within 24 hours of delivery. If the customer fails to do so, its rights to claim performance, termination and/or compensation will lapse.

5. PAYMENT; RETENTION OF TITLE

- 5.1 The customer is obliged to pay for the ordered Items within seven days of the invoice date, unless the agreement provides a different period. All payments must be made in euros, unless the agreement provides otherwise.
- 5.2 If the customer exceeds the payment period, it will be in default by operation of law and will owe commercial interest at the statutory rate in accordance with section 6:119a of the Dutch Civil Code (DCC), as well as extra-judicial collection costs, which are set at 20% of the invoice amount, at a minimum of EUR 80.
- 5.3 The customer may not offset the amount owed to Vivan Trade against any claim the customer may have against Vivan Trade, irrespective of the nature of such a claim.
- 5.4 Vivan Trade remains the owner of all Items delivered to the customer until Vivan Trade has no further claims against the customer in connection with any offer or agreement. The customer is entitled to use and dispose of the delivered Items in the normal conduct of its business. The customer may not encumber the Items with any restricted right, nor may it lease them. Furthermore, the customer may not dispose of the Items beyond the normal conduct of its business.

6. GUARANTEE

- 6.1 Notwithstanding the other provisions of these general terms and conditions, Vivan Trade guarantees that the delivered Items correspond with the Items specified in the agreement.
- 6.2 Vivan Trade offers a guarantee for the delivered Items solely if and insofar as the supplier and/or manufacturer offers one and Vivan Trade is entitled to invoke such guarantee against the supplier and/or manufacturer.
- 6.3 Notwithstanding the provisions of clause 4.5, the customer must notify Vivan Trade of any defects it has identified that were invisible or could not reasonably have been found by the customer during the inspection referred to in clause 4.5, within five working days, in writing, providing a sufficiently detailed description of the defects it has identified. If Vivan Trade is going to repair or replace the Items, the customer must immediately send the Items in question to the address indicated by Vivan Trade. Repair or replacement of the defective Items is the only recourse available to the customer.

- 6.4 Following the expiry of the period specified in clause 6.3, all the customer's rights lapse and Vivan Trade is not obliged to make any repairs or replacements or pay any compensation.
- 6.5 If following an inspection by Vivan Trade it transpires that the Items in questions did not show any defects, all costs incurred by Vivan Trade and third parties engaged by it will be borne by the customer.

7. LIABILITY

- 7.1 Barring intent or wilful recklessness on the part of Vivan Trade, Vivan Trade is not liable for any damage incurred by the customer as a result of Vivan Trade's delivery of the Items.
- 7.2 If Vivan Trade is liable to the customer despite the provisions of clause 7.1, Vivan Trade's liability, including any liability under clause 6, will be limited to a quarter of the price of the Items in respect of which Vivan Trade is liable, up to a maximum of EUR 5,000 per case or series of related cases.
- 7.3 Vivan Trade is liable solely for damage to the Items. Under no circumstances is Vivan Trade liable for loss of revenue, loss of profits, reputational damage or third-party damage. Nor is Vivan Trade liable for damage arising from
- (i) any failure by third parties, including suppliers of Vivan Trade, to deliver the Items or to deliver them on time to Vivan Trade,
 - (ii) force majeure on the part of Vivan Trade,
 - (iii) any repairs of the Items or any changes in, on or to them effected by the customer itself,
 - (iv) the Items being used for purposes other than what the Items are intended for according to the manual or other documentation pertaining to the Items,
 - (v) improper use,
 - (vi) third-party software that has been installed on the Items,
 - (vii) loss, destruction or mutilation of data,
 - (viii) infringement of intellectual property rights, and/or
 - (ix) other hardware with which the Items have been connected or combined.
- 7.4 The customer is aware of the fact that Vivan Trade is not an official distributor of the supplier and/or manufacturer for all Items and that, as a result, the customer or end user of the Items may not be able to participate in discount offers (including additional ones), promotions or other schemes of the supplier and/or manufacturer, as these may be subject to the condition that the Items have been obtained through the official distributors of the supplier and/or manufacturer. Vivan Trade is not liable for any damage incurred by the customer as a result of the foregoing.

8. CANCELLATIONS AND RETURNED ITEMS

- 8.1 The customer is not entitled to cancel an agreement or offer or to return the delivered Items to Vivan Trade without Vivan Trade's prior written consent. Vivan Trade may attach conditions to granting such consent, such as payment of compensation.

9. GENERAL PROVISIONS; APPLICABLE LAW; COMPETENT COURT

- 9.1 These general terms and conditions, as well as all offers to and agreements with the customer, are governed solely by Dutch law, with the acceptance of the rules on the conflict of laws. The United Nations Convention on contracts for the International sale of goods (the Vienna Sales Convention) does not apply to the general terms and conditions, offers or agreements.
- 9.2 Vivan Trade reserves the right to amend these general terms and conditions, after which the amended general terms and conditions will apply to all offers made to and agreements concluded with the customer after the amended general terms and conditions have been sent to the customer.
- 9.3 All disputes arising from or related to these general terms and conditions (including any disputes regarding the validity or applicability of these general terms and conditions, an offer or an agreement, will be submitted exclusively to the district Court of Midden-Nederland, Utrecht location.