

**General Terms and Conditions for Sale, Delivery and Work of
IT4Success B.V. with its registered office in The Hague, version 2019.
These general terms and conditions have been filed with the Chamber of
Commerce in The Hague, registration number 27115557.**

Article 1 General

- 1.1 These general terms and conditions apply to all agreements concluded by IT4Success B.V., hereinafter: "Seller" with regard to the purchase, sale and delivery of IT products and IT projects.
- 1.2 In these General Terms and Conditions the term "Buyer" refers to: every (legal) person, legal entity, legal entity in formation, or person-association that concludes a Purchase Agreement with the Seller.
- 1.3 The term "Purchase Agreement" in these general terms and conditions refers to: the purchase and/or sales agreement for IT products, parts and / or accessories thereof.
- 1.4 The applicability of any general terms and conditions of Buyer is excluded, unless and insofar as the Seller expressly agrees with such terms and conditions in writing. Deviations from these general terms and conditions must also explicitly and in writing being accepted by Seller.
- 1.5 By concluding a Purchase Agreement, the Buyer acknowledges that the Seller has been given the opportunity to take cognizance of these general terms and conditions, to have taken note of them and to have accepted them.

Article 2 Agreement

- 2.1 Seller shall send Buyer a signed confirmation, by mail or otherwise, of any Purchase Agreement concluded in accordance with article 1.3.
- 2.2 This written confirmation contains the essentials of the Purchase Agreement.
- 2.3 The Seller is deemed to have correctly and completely represented the agreement if no written reasoned objections have been received to the Buyer within 8 days after dispatch.
- 2.4 If there are one or more buyers, each of them is jointly and severally liable for the fulfillment of the obligations arising from the Purchase Agreement.
- 2.5 The Buyer is obliged to inform the Seller about facts and / or circumstances that could influence the implementation of the agreement, insofar as he knew or should have known those facts and / or circumstances.

Article 3 Prices

- 3.1 Unless stated otherwise our prices are:
 - excluding VAT, other charges and taxes;
 - stated in Euro.
- 3.2 Prices can be increased by the Seller if after the conclusion of the agreement, but before the delivery, the purchase price to be paid by the Seller has increased by more than 5% compared to the purchase price that applied to the Seller at the time of the conclusion of the agreement .
- 3.3 Seller will notify Buyer in writing of any increase in the agreed price as referred to in paragraph 1 of this article.
- 3.4 The Seller reserves the right to charge shipping and administration costs for deliveries with a price lower than € 500.

Article 4 Shipping and Delivery

- 4.1 Delivery of goods to Buyer takes place in the Seller's warehouse / distribution center. The risk of the goods transfers to Buyer at the time of delivery.
- 4.2 The provisions of Article 4.1 also apply if the transport of goods from the warehouse / distribution center takes place on behalf of Buyer. The risk of storage, loading, transport and unloading in that case shall rest with Buyer.
- 4.3 Seller is authorized to send goods to be delivered cash on delivery.
- 4.4 Costs related to urgent shipments at the request of Buyer will always be charged.
- 4.5 Subject to written permission to return goods, Seller is entitled to refuse return shipments.
- 4.6 The costs of the return shipment shall at all times be for Buyer's account. Seller shall in no event accept goods returned carriage forward.

Article 5 Delivery time

- 5.1 Specified delivery times do not count as deadlines, unless otherwise agreed in writing. Exceeding the delivery times does not result in Seller being in default and does not give any right to compensation and / or termination of the Purchase Agreement.
- 5.2 Seller will reasonably do everything possible to ensure delivery within the specified delivery times.

Article 6 Payment

- 6.1 Buyer receives an invoice from Seller which must be paid within 14 (fourteen) days after the invoice date.
- 6.2 If payment is not made promptly and in full, Buyer will owe the statutory commercial interest, all extrajudicial costs and all legal costs (including attorney's fees) without any demand or notice of default. The extrajudicial collection costs amount to at least 15% of the amount to be claimed, being the invoice amount plus the interest according to this article.
- 6.3 If Seller requests bankruptcy from Buyer, the latter will also owe the costs of the bankruptcy petition outside of the amount due, possibly plus legal and / or extrajudicial costs.
- 6.4 Seller is always entitled, prior to commencing the performance of the agreement, to demand adequate security from Buyer for timely and complete fulfillment by Buyer of payment and other obligations incumbent on it and as long as such security has not been provided for its obligations. to suspend.

Article 7 Complaints

- 7.1 Any defects in the delivered goods and / or the manner in which the agreement was implemented by Seller must be reported within 8 days of the delivery of the goods, or at least within 8 days after a defect has been discovered or should have been discovered. After this period has expired, Seller is deemed to have correctly fulfilled its obligations under the Purchase Agreement and it is assumed that Buyer recognizes the goods and invoices as correct.
- 7.2 The complaints must be submitted in writing, accurately stating the nature and grounds of the complaints. Complaints submitted in a manner other than written will not be processed.
- 7.3 If a complaint is found to be justified by Seller, Seller has the right to choose:

- a. change the invoice amount;
 - b. to replace the delivered item with an item with the same specifications or the item repairing the item to be replaced and / or parts thereof to Seller are issued;
 - c. to take back the delivered item and to dissolve the agreement, with a refund of the invoice amount paid by Buyer without incurring any compensation to be held.
- 7.4 Buyer must offer Seller the opportunity to repair any defects.
- 7.5 Audio, video or data carriers and for software whose seal has been broken or the package has been opened, cannot be returned. This also applies to the delivery of items that have been specially ordered or assembled for Buyer.
- 7.6 Contrary to the provisions elsewhere in these terms and conditions, Seller is not obliged to handle complaints regarding equipment sold without operating system and / or driver software, unless Buyer demonstrates that the defect is due to a defect in the equipment supplied, that is not caused by improper use.

Article 8 Retention of title

- 8.1 After delivery, Seller remains the owner of the goods delivered as long as Buyer:
- a. fails or will fail to fulfill its obligations under the Purchase Agreement;
 - b. has not paid claims that result from the non-compliance with the aforementioned agreement, including damage, penalties, interest and / or costs.
- 8.2 As long as the delivered goods are subject to a retention of title, Buyer may not encumber them.
- 8.3 The moment that Buyer applies for a moratorium on payments
- a. Buyer declares bankruptcy
 - b. the bankruptcy of Buyer is granted
 - c. the activities of Buyer are shut down or liquidated
 - d. any part of the assets of Buyer is seized
 - e. circumstances arise that are of such a nature that Buyer cannot fulfill the obligations arising from the Purchase Agreement
- Buyer is obliged to immediately inform Seller of these changed circumstances and Seller can invoke the retention of title.
- 8.4 After Seller has invoked its retention of title, it may reclaim the delivered goods. Buyer allows Seller to enter the place where these goods are located. The costs related to the retrieval of the goods will be borne by Buyer
- 8.5 Buyer undertakes at Seller's first request:
- a. to insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage and against theft and to make the insurance policy available to the Seller for inspection;
 - b. to pledge all claims of Buyer to insurers with regard to the goods delivered under retention of title to Seller in the manner as prescribed in art. 3: 239 BW;
 - c. to cooperate with all reasonable measures that Seller wishes to take to protect its property rights with regard to the goods and which do not unreasonably hinder Buyer in the normal course of his business.
- 8.6 Buyer delivers the goods delivered under retention of title to Seller with immediate effect

Article 9 Warranty

- 9.1 Seller guarantees the quality of the delivered goods, on the understanding that the guarantee does not go beyond the stipulations below.

- 9.2 A 1 year warranty is provided on delivered goods unless otherwise agreed in writing. A three-month warranty is provided on a repair.
- 9.3 Seller does not give a guarantee on assembled products, parts and consumables (drums, toners and ribbons, etc.), unless a guarantee has been explicitly promised in writing.
- 9.4 Buyer cannot invoke the warranty provisions:
- a. if Buyer has neglected the goods;
 - b. if Buyer has made changes to the goods or has had them changed applying including repairs not covered by or on behalf of Seller have been carried out.
 - c. with improper or careless use, wrong connection, wrong mains voltage, lightning strike, damage due to the effects of moisture or due to other external causes or calamities;
 - d. if the case is not in the usual or in the instructions described manner;
 - e. if the item is used with unsuitable or incorrect accessories;
 - f. if Buyer has treated the item negligently in another way;
 - g. if the item was sold without operating system and / or driver software, unless Buyer demonstrates that the defect is due to a defect in the delivered product case that has not arisen due to causes as described under 9.4 under a to f.

Article 10

- 10.1 The factory or trademarks or the type or identification numbers or signs that are affixed to goods delivered by Seller may not be removed, damaged or altered.

Article 11 Rights to suspend; Cancellation

- 11.1 If Buyer remains wholly or partially in default towards Seller with the fulfillment of any obligation incumbent upon it, as well as in the event of bankruptcy or suspension of payment of Buyer, full or partial transfer of its business or seizure of any part of its assets or in the event of an underwriting order or underwriting by Buyer, Buyer is in default and any claim that Seller has against him is immediately and fully claimable. In that case Seller is entitled, without legal intervention being required, to suspend the execution of all agreements already concluded, or parts thereof, until sufficient security has been provided for the fulfillment of the obligation that Buyer has towards it, or this wholly or in part. to dissolve without being obliged to reimburse costs and / or damage and without prejudice to other rights vested in it.

Article 12 Limitation of liability

- 12.1 Except in cases of intent or gross negligence on the part of Seller, Seller shall not be liable for and shall not be required to compensate for damage and costs, of any nature whatsoever, including business damage, movable or immovable property, or to persons, both with Buyer as with third parties, which is caused as a result of the delivery of defective products.
- 12.2 A claim for compensation for damages expires six months after the day on which Buyer becomes aware or may be aware of the defect and / or the damage, but in any case one year after the delivery of the item to which the defect relates.

Article 13 Article 13 Force majeure

- 13.1 If Seller is prevented by force majeure of a permanent or temporary nature from (further) executing the agreement, Seller is entitled without any obligation to pay compensation to dissolve the agreement wholly or in part without legal intervention, without prejudice to

Seller's right to suspend payment by Buyer for services already performed by Seller, before the situation of force majeure occurred, or to suspend the (further) execution of the agreement. In the event of suspension, Seller will still be entitled to declare the agreement wholly or partially dissolved.

- 13.2 Force majeure includes all circumstances that make the Seller temporarily or permanently unable to meet its obligations, such as fire, frost, strike or exclusion, riot, war, government measures such as import or export restrictions, default by suppliers, and furthermore, all circumstances where it cannot reasonably be expected (any longer) from the Seller that it will (further) fulfill its obligations towards Buyer.

Article 14

- 14.1 Invalidity of one of the provisions of these general terms and conditions does not lead to the invalidity of all general terms and conditions.

Article 15 Applicable law and competent court

- 15.1 Dutch law applies exclusively to all agreements to which these terms and conditions apply in whole or in part.
- 15.2 In the event of discrepancies between the Dutch text of an agreement and a version of this agreement drawn up in another language, the Dutch text will prevail.
- 15.3 All claims and disputes that may arise from the agreements or further agreements resulting therefrom, or the implementation thereof, will be settled exclusively by the competent court in The Hague, the Netherlands.