

## Clause 1 General

1. These General Terms And Conditions apply to all agreements entered into between Telco Accessories B.V. with another party operating as a company (hereinafter referred to as: "the other party").
2. The applicability of any terms and conditions of purchase or any other terms and conditions of the other party is expressly rejected.
3. Should any of the provisions in these General Terms and Conditions at any time become or be declared partially or completely invalid, the remaining provisions of these General Terms and Conditions will remain fully applicable.
4. In the event that Telco Accessories does not insist on strict compliance with these Terms and Conditions on every occasion, this will not imply that the provisions of the Terms and Conditions do not apply, nor that Telco Accessories will in any way lose the right to demand strict compliance with the provisions of these Terms and Conditions in other cases.

## Clause 2 Quotations

1. All quotations provided by Telco Accessories shall be without any obligation unless the quotation specifies an acceptance period.
2. Unless the quotation states otherwise, all prices quoted shall be exclusive of applicable VAT.
3. Telco Accessories shall not be obliged to deliver at the price specified in a quotation, even if it has been accepted.
4. If the other party accepts a quotation, Telco Accessories shall be entitled to revoke the a quotation within two working days.
5. A quotation or offer will become invalid if the product to which the quotation or offer relates is no longer available.

## Clause 3 Agreement

1. An agreement will come into effect if Telco Accessories has confirmed an order in writing or actually executed the order.
2. Any changes or additions will only come into effect after written confirmation of Telco Accessories.

## Clause 4 Price increase

1. If more than two months elapse between ordering and delivery and during such period Telco Accessories' cost-price factors rise to such an extent that the cost price to Telco Accessories has risen by more than 5%, Telco Accessories shall be entitled to charge a higher sales price in proportion to the increase in cost price.

## Article 5 Force Majeure

1. Force Majeure shall mean any situation in which Telco Accessories is unable to fulfil all or part of its obligations due to circumstances beyond its control.
2. The following circumstances will always constitute Force Majeure: natural disasters, war, national or international armed conflict and/or preparation for armed conflict, measures taken by domestic or foreign governments, shipping and/or haulage companies failing to fulfil their agreements, emergency situations, such as a fire or strike, in the factories that manufacture the goods concerned.
3. Telco Accessories shall also be entitled to claim Force Majeure if the situation preventing the (further) fulfilment of the agreement arises after Telco Accessories should have fulfilled its obligation.
4. If Force Majeure occurs after a part of an order has been fulfilled already, the other party shall pay for that part of the order that has been fulfilled.

## Clause 6 Call-off orders

1. If a Call-Off Period has been agreed between Telco Accessories and the other party, all reasonable costs incurred as a result of the other party failing to take timely delivery, will be charged to the other party.

## Clause 7 Cancellations

1. The other party will only be entitled to cancel the agreement or to return delivered goods with the prior written consent of Telco Accessories.
2. If, on the grounds of Paragraph 1 of this Clause, the Agreement is cancelled or the goods returned, the other party shall be under obligation to pay Telco Accessories all costs actually incurred and the lost profit.

## Clause 8 Delivery/Risk

1. Unless otherwise agreed in writing, all orders shall be delivered Ex Works Houten.
2. In the case of any other delivery arrangements, the risk shall pass once the goods have been placed at the disposal of the other party.
3. The goods will be unloaded for the account and at the risk of the other party.
4. In the event of delivery carriage paid, deliveries shall be made at the risk of Telco Accessories subject to the conditions imposed by the haulier.

## Clause 9 Obligations of the other party

1. In the event of delivery carriage paid in compliance with the provisions of Clause 8 the other party must have any visible shortcomings and/or damage noted immediately on the delivery receipt or have the haulier make a written report.
2. The other party must inspect the goods immediately to check compliance with the agreement, especially in respect of quality and quantity, failing which the goods will be deemed to have been delivered as agreed.

## Clause 10 Claims

1. A claim on the part of the other party that the goods delivered do not comply with the agreement cannot be submitted unless the other party reported such to Telco Accessories in writing and in detail within 48 hours of delivery.
2. Failure to act in accordance with Clause 9 will mean that the other party will not be entitled to claim any defects and/or damages.
3. The other party must provide evidence that the goods delivered do not comply with the agreement.
4. Telco Accessories is entitled to correct any defects and thus to comply with the agreement as yet.
5. If the complaints prove to be unfounded, Telco Accessories may recover the costs incurred from the other party.
6. The other party will use best efforts to help Telco Accessories to solve any issues that may occur under this clause.

## Clause 11 Liability of Telco Accessories

1. With respect to the goods delivered Telco Accessories shall be liable subject to the following provisions only:
2. in the event that Telco Accessories has issued a guarantee, Telco Accessories shall accept liability arising from the guarantee;
3. Telco Accessories' liability will cease in the event of Force Majeure;
4. Telco Accessories' liability shall always be limited to the amount paid out by the insurer in the case concerned. Should the insurer decline to pay out, for whatever reason, the liability

will be limited to an amount equal to the invoice value of the delivery exclusive of VAT up to a maximum of EUR 10,000.

5. Telco Accessories will not be liable for any loss of profit or exceptional costs incurred by the other party. Telco Accessories will never be liable for consequential damage, including consequential loss, loss of income, savings foregone and losses caused by business interruption.
6. The other Party shall indemnify Telco Accessories against any third-party claims based on a breach of intellectual property rights with regard to orders placed with Telco Accessories by the other Party.

## Clause 12 Delivery Time

1. The delivery times specified by Telco Accessories are not to be deemed deadlines unless expressly agreed otherwise. If a delivery time is exceeded the other Party must issue Telco Accessories with a written notice of default. Telco Accessories must then be offered a reasonable period within which to comply with the agreement.
2. If the delivery delay remains within reasonable limits, this will not constitute a reason for the other party to cancel the agreement.

## Clause 13 Terms of Payment

1. Payment is to be made within the agreed term of payment, without any discount or set-off, in the currency stated in the invoice.
2. Should the other party fail to make timely payment of an invoice, the other party will be legally in default. Interest of 1% per month will then be payable by the other party.
3. Telco Accessories shall be entitled to use a debt-collection agency to enforce payment. All related costs of such will be for the account of the other party.
4. If the other party is unable to fulfill the obligations that come forth from this agreement for any reason, Telco Accessories shall be entitled to demand immediate payment and shall be entitled to dissolve any existing agreements and may claim the already shipped but unpaid products. This does not limit Telco Accessories in any way to claim additional reasonable compensation.

## Article 14 Retention of title

1. All goods delivered will remain the property of Telco Accessories until full payment has been made.
2. The other party may only sell any goods of which Telco Accessories retains the title as part of normal business operations.
3. The other party undertakes to insure and keep insured goods delivered under retention of title
4. The other party shall be obliged to cooperate with any measures Telco Accessories chooses to adopt to protect its retention of title and/or to recover its property.

## Clause 15 Intellectual property

1. Telco Accessories will remain the owner of all intellectual property rights, such as copyright and the rights to all drawings, models, designs and calculations.
2. The other party will never be entitled to use the rights stated in Paragraph 1 without the written consent of Telco Accessories.
3. Should Telco Accessories demonstrate that its rights have been breached, Telco Accessories shall at all times be entitled to claim compensation and the other party shall be obliged to pay such compensation.

## Clause 16 Applicable law and disputes

1. Any and all agreements between Telco Accessories and the other party will be governed by Dutch law.
2. Any disputes, including those considered such by one of the parties only, will be settled by the competent judge of the District Court of Midden-Nederland.

## Clause 17 Confidentiality

1. Both parties agree to endeavor to take all reasonable measures to keep in confidence the execution, terms and conditions as well as performance of this Agreement, and the confidential data and information of any party that another party may know or access during performance of this Agreement and shall not disclose, make available or assign such Confidential Information to any third party without the prior written consent of the party providing the information.