

SENSIT PRODUCT LINE

terms and conditions

valid from 01-05-2016 until 31-05-2017 | v6.0



CONDITIONS

Ordering details

N.V. Nedap IDEAS
P.O. Box 103
7140 AC Groenlo
The Netherlands

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Ms. Suzan Kuenenger	Telephone: +31 544 471 617
Mr. Gerard Zwiers	Telephone: +31 544 471 682
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Please do not hesitate to contact them for all order related questions.

Delivery times

The delivery time of the products in this price list is only valid if your order contains all the required information to process the order. Please fill in the How To Order Guide. Orders which do not have this information will be returned for completion. We strive to supply all products in this pricelist, except for the SENSIT Display, within 2-3 weeks after receipt of your written order. The SENSIT Display has a delivery time of 8 weeks.

Prices

The MSRP – Manufacturer Suggested Retail Price – is the end user list price level as recommended by Nedap Identification Systems. Any significant dissent from this level should be carefully considered and agreed upon with Nedap Identification Systems.

The listed dealer and integrator prices are informative and represent the approximate level applied by Nedap in case of direct delivery to the concerned entity. Mentioned prices are:

- Ex works
- In EURO, excl. VAT
- Nett reseller prices, no further discount
- Including standard packaging material
- Excluding installation and cabling

Shipment

Shipment of SENSIT sensors should be arranged through selected forwarders, due to freight regulations on shipment of lithium batteries. Shipment options are:

- 1) By Nedap selected forwarders,. Shipment of the SENSIT sensors shall be according to DAP (Delivered At Place). The seller's obligation ends when he has delivered the goods to the disposal of the buyer at the named destination place, cleared for export, but not cleared for import. The seller and buyer should agree which party will be responsible for unloading. The buyer is responsible for import clearance of the goods. Transport costs will be charged on the order.
- 2) Nedap will package the shipment according to regulations. The shipment will be available for collection by own selected forwarder and needs to be shipped according to specified regulations and according to ex works conditions.

Guarantee

Our products carry a 24 months' guarantee regarding concealed defects and/or defects in materials and workmanship. We also grant a 24 months' guarantee regarding defects in construction, unless the customer or a third party has undertaken the construction. At our option, to meet this guarantee obligation, we shall provide either new products free or free repair. We do not vouch for the goods being fit for the use intended by the purchaser, not even if that use should have been mentioned to us, unless we have so committed ourselves in writing.

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Availability

Prices and delivery times of special versions and optional features, as mentioned in this list, are available on request.

Administration costs

All orders with an order value of less than € 125,- will have an extra charge of € 50,- administration costs.

Note

Additional transport documents - to be supplied with the shipment - are available when clearly indicated on the Purchase Order at extra charge.

- EUR-1 certificate: € 250,- per document
- Certificate of origin: € 100,- per document

Other documents requested can be supplied on request and at additional administration costs.

Payment

Credit

Credit, payment 30 days after invoice date net on our bank account. Subject to credit approval.

Payment in advance

Payment in advance, nett on our bank account. The order will be scheduled after receipt of payment. Or alternatively payment with credit card (AMEX or VISA). Order will be scheduled after receipt of credit card details. Additional credit card costs could be applicable.

Account number:	61.53.44.828
Bank:	ABN AMRO, P.O. Box 686 8000 AR Zwolle the Netherlands
Swift/ BIC code:	ABNA NL 2A
IBAN code:	NL79ABNA0615344828
VAT nr.	NL006456285B01

Letter of credit

Irrevocable letter of credit will be accepted for orders > € 50.000,- with a validity date at least 2 months after order date. The order will be scheduled once a valid L/C is accepted. The banking costs for the L/C are fully charged to your account. An irrevocable L/C can be accepted for orders > € 25.000,- at an extra charge of € 500,-. The banking costs for the L/C are fully charged to your account.

Disclaimer

This information is being provided for clarification and therefore guarantees no strict completeness; this publication provides neither right on reproduction nor any other right, neither does the publisher accept any liability for any consequences of the use of it. The specifications and availability of the products mentioned are subject to changes which can be executed, without further notice. Variable exchange rates will be reflected in our pricing without further notice. Delivery according to our general terms of delivery and sales. All rights reserved.

NEDAP TERMS AND CONDITIONS

Nedap uses the ICT Office Terms and Conditions. The ICT-Office Terms and Conditions are filed with the Chamber of Commerce for the Central Netherlands under number 30174840.

General

1. Applicability of the ICT-Office Terms and Conditions

1.1 The ICT-Office Terms and Conditions have been drawn up by ICT-Office. The ICT-Office Terms and Conditions consist of the present General module and the following separate, specific modules:

1. Software license
2. Development of software
3. Maintenance of software
4. Application Service Provision, Software as a Service and Computer Service
5. Development and maintenance of a website
6. Webhosting
7. Secondment services
8. Courses and training programmes
9. Advice, consultancy and project management
10. Other services
11. Sale of ICT, telecommunication and office equipment and other goods
12. Renting out ICT, telecommunication and office equipment
13. Maintenance of ICT, telecommunication and office equipment
14. Internet access
15. Telecommunication services
16. Financing and leasing of ICT.

1.2 This General module of the ICT-Office Terms and Conditions shall apply to all offers and agreements whereby the Supplier provides the Client with any goods and/or services whatsoever and however described. The specific module or modules of the ICT-Office Terms and Conditions agreed between the Supplier and the Client shall also apply. If any part of this General module of the ICT-Office Terms and Conditions conflicts or is incompatible with any of the provisions of the specific module or modules of the ICT-Office Terms and Conditions agreed between the Supplier and the Client, the provisions of the specific module or modules in question shall prevail.

1.3 Where the ICT-Office Terms and Conditions refer to 'general terms and conditions', this shall be understood to mean the provisions of this General module in combination with the provisions of one or more agreed specific modules of the ICT-Office Terms and Conditions.

1.4 Additions to or deviations from these general terms and condition shall only apply where agreed in writing between the parties.

1.5 The applicability of any of the Client's purchasing or other conditions is expressly rejected.

1.6 If any provision of these general terms and conditions is null and void or is voided, the other provisions of these general terms and conditions will remain fully in effect. In this case, the Supplier and the Client will consult with one another to agree new provisions to replace the void or voided ones. In doing so, the purpose and meaning of the void or voided provision will be taken into account as far as possible.

2. Offers

2.1 All offers and other statements issued by the Supplier shall be subject to contract, except where specified otherwise in writing by the Supplier.

2.2 The Client shall guarantee the accuracy and completeness of the information that it submits to the Supplier and on which the Supplier bases its offer. The Client shall at all time exercise the greatest possible care to ensure that the requirements that the Supplier's services must meet are accurate and comprehensive. Measurements and information stated in drawings, pictures, catalogues, websites, quotations, advertising material, standard sheets etc. shall not have a binding effect on the Supplier, except where explicitly specified otherwise by the Supplier.

3. Price and payment

3.1 All prices are exclusive of turnover tax (VAT) and other government levies that have been or are later imposed. Except where agreed otherwise, all prices are in euros in all cases and the Client must effect all payments in euros.

3.2 All cost estimates and budgets issued by the Supplier shall be merely indicative, except where specified otherwise in writing by the Supplier. The Client may under no circumstances derive any rights or expectations from any cost estimates or budgets issued by the Supplier. An available budget made known by the Client to the Supplier shall under no circumstances apply as a (fixed) price agreed between the parties for the service to be provided by the Supplier. The Supplier shall only be obliged to notify the Client that there is a risk that a cost estimate or budget issued by the Supplier will be exceeded if this has been agreed between the parties in writing.

3.3 If the Client consists of more than one natural and/or legal persons, each of these persons shall be joint and severally liable in respect of payment of the amounts due on the basis of the agreement.

3.4 The relevant documents and information from the Supplier's administration or systems shall be conclusive evidence of the service provided by the Supplier and the amounts payable by the Client in return for this service, without prejudice to the Client's right to submit evidence to the contrary.

3.5 If the Client is subject to a periodic payment obligation, the Supplier shall be entitled to adjust the applicable prices and rates in writing subject to advance notice of at least three months. If the Client does not wish to agree to this change, the Client shall be entitled to terminate the agreement in writing with effect from the date on which the change is due to enter into force within thirty days following the date of notification. The Client shall not enjoy this right of termination, however, if the parties have agreed that the applicable prices and rates shall be adjusted subject to due observance of an index or other standard agreed between the parties.

3.6 The parties shall set out the date or dates on which the Supplier shall invoice the fee for the agreed services to the Client in the agreement. Amounts due shall be paid by the Client in accordance with the payment terms that have been agreed or that are stated on the invoice. If no specific arrangements have been made, the Client shall effect payment within a period after the date of invoice to be determined by the Supplier. The Client shall not be entitled to suspend any payments or to offset any amounts due.

3.7 If the Client fails to pay the amounts due or to pay the amounts due in a timely manner, statutory commercial interest shall be payable by the Client on the outstanding amount without a demand or notice of default being required. If the Client still fails to pay the amount owed after receiving a demand or notice of default, the Supplier may refer the debt for collection, in which case the Client shall also be obliged to pay all in-court and out-of-court expenses in addition to the total amount due, including all costs charged by external experts.

4. Confidentiality and taking over of personnel

4.1 The Client and the Supplier shall ensure that all information received from the other party that is known or should reasonably be known to be of a confidential nature is kept secret. The party that receives such confidential information shall only use this information for the purpose for which it has been provided. Information shall in any event be regarded as confidential if it is designated as such by one of the parties.

4.2 During the term of the agreement and for one year following termination of the agreement, each of the parties shall only engage or otherwise employ, directly or indirectly, members of staff of the other party who are or were previously involved in the execution of the agreement after obtaining the prior written consent of the other party. Conditions may be attached to the aforementioned consent.

5. Privacy, data processing and protection

5.1 If the Supplier deems this to be necessary for the purpose of executing the agreement, the Client shall, upon request, notify the Supplier immediately in writing with regard to the manner in which the Client executes its obligations pursuant to legislation in respect of the protection of personal data.

5.2 The Client shall indemnify the Supplier against any claims by individuals whose personal data is recorded or processed within the context of a register of personal data maintained by the Client or for which the Client is responsible pursuant to the law or otherwise, unless the Client is able to demonstrate that the acts that form the basis of the claim are exclusively attributable to the Supplier.

5.3 Responsibility for the data processed using the service provided by the Supplier shall rest solely with the Client. The Client shall guarantee the Supplier that the content, the use and/or the processing of the data is not unlawful and does not infringe the rights of third parties. The Client shall indemnify the Supplier against legal claims by third parties, of whatever nature, in relation to this data or the execution of the agreement.

5.4 If the agreement stipulates that the Supplier is obliged to provide some form of information security, this security shall meet the specifications in respect of security agreed between the parties in writing. The Supplier shall not guarantee that the information security will be effective under all circumstances. If the agreement does not include an explicit description of security measures, the security measures shall be of such a level that, having regard to the state of the art, the sensitivity of the data and the costs associated with the implementation of the security measures are not unreasonable.

5.5 If computer, data or telecommunications facilities are used during the execution of the agreement or otherwise, the Supplier shall be entitled to assign access or identification codes to the Client. The Supplier shall be entitled to change the access or identification codes assigned. The Client shall treat the access and identification codes as confidential and

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with due care and shall only disclose these codes to authorised members of staff. The Supplier shall under no circumstances be liable for any damage or costs arising from the use or misuse of access or identification codes, except where misuse was possible as a result of an act or omission on the part of the Supplier.

6. Retention of title and rights, creation of items and suspension

6.1 All objects delivered to the Client shall remain the property of the Supplier until such time as all amounts owed by the Client to the Supplier pursuant to the agreement concluded between the parties have been paid in full. A Client that acts as a retailer shall be entitled to sell and resell all objects that are subject to the Supplier's retention of title in so far as this is customary within the context of the normal course of its business. If the Client creates a new item (partly) from items delivered by the Supplier, the Client shall only create this item for the benefit of the Supplier and the Client shall retain the newly created item for the Supplier until such time as the Client has paid all amounts due pursuant to the agreement; in this case the Supplier shall remain the owner of the newly created item until the Client has met its payment obligations in full.

6.2 The property law consequences of retention of title in respect of an item that is destined for export shall be governed by the law of the State of destination if this law incorporates provisions that are more favourable for the Supplier in this regard.

6.3 Rights, including rights of use, shall be granted to the Client or transferred, where appropriate, subject to the condition that the Client has paid all of the fees due pursuant to the agreement concluded between the parties in full. If the parties have agreed that the Client shall be subject to a periodic payment obligation in respect of the granting of a right of use, the Client shall be entitled to the right of use for as long as it continues to meet its periodic payment obligation.

6.4 The Supplier may retain any items, products, proprietary rights, data, documents, software, data files and (interim) results of the service provided by the Supplier received or created within the context of the agreement, contrary to an existing obligation to deliver or transfer these, until such time as the Client has paid all amounts due to the Supplier.

7. Risk

7.1 The risk of loss, theft, misappropriation of or damage to items, products, data, documents, software, data files or data (codes, passwords, documentation etc.) produced or used within the context of the execution of the agreement, shall pass to the Client when the Client or one of the Client's agents comes into actual possession of them. In so far as these objects are in the actual possession of the Supplier or one of the Supplier's agents, the Supplier shall bear the risk of loss, theft, misappropriation or damage.

8. Intellectual property rights

8.1 If the Supplier is willing to undertake to transfer an intellectual property right, such an undertaking may only be entered into explicitly and in writing. If the parties agree in writing that an intellectual property right in respect of software, websites, data files, hardware or other material specifically developed for the Client shall be transferred to the Client, this shall not affect the Supplier's right or option to use and/or to exploit the components, general principles, ideas, designs, algorithms, documentation, work, programming languages, protocols, standards and suchlike that form the basis of the development work for other purposes without any restrictions, on its own behalf or on behalf of a third party. The transfer of an intellectual property right shall also not affect the Supplier's right to carry out development work, on its own behalf or on behalf of a third party, that is similar or derived from the development work that is being carried out or has been carried out on behalf of the Client.

8.2 All intellectual property rights to the software, websites, data files, hardware or other materials such as analyses, designs, documentation, reports, quotations and related preliminary material developed or made available to the Client on the basis of the agreement shall remain exclusively vested in the Supplier, its licensors or its own suppliers. The Client shall only acquire those rights of use that are explicitly granted in these general terms and conditions and by law. Any rights of use granted to the Client shall be non-exclusive, non-transferable to third parties and non-sublicensable.

8.3 The Client shall not be permitted to remove or amend any details in relation to the confidential nature or in relation to copyrights, brand names, trade names or any other intellectual property right from the software, websites, data files, hardware or materials.

8.4 Even if the agreement does not explicitly provide for such authority, the Supplier shall be permitted to install technical provisions for the purpose of protecting the software, hardware, data files, websites and suchlike in relation to an agreed restriction on the content or the term of the right to use these objects. The Client shall under no circumstances be permitted to remove or circumvent such technical provisions or to arrange for this to be carried out.

8.5 The Supplier shall indemnify the Client against any legal claims from third parties based on the assertion that software, websites, data files, hardware or other materials developed by the Supplier itself infringe an intellectual property right of the third party in question, under the condition that the Client notifies the Supplier immediately in writing of the existence and content of the legal claim and leaves the disposal of the case, including any settlements effected, entirely to the Supplier. To this end, the Client shall provide the Supplier with the powers of attorney, information and cooperation that it requires in order to defend itself, where necessary in the name of the Client, against these legal claims. This obligation to indemnify shall not apply if the alleged infringement relates to (i) materials made available to the Supplier by the Client for the purpose of use, adaptation, processing or incorporation, or (ii) changes made by the Client, or by a third party on behalf of the Client, to the software, website, data files, hardware or other materials, without the Supplier's prior written consent. If it is irrevocably established in court that the software, websites, data files, hardware or other materials developed by the Supplier itself constitute an infringement of any intellectual property right vested in a third party or if the Supplier believes that there is a good chance that such an infringement may occur, the Supplier shall, where possible, ensure that the Client can continue to use the software, websites, data files, hardware or materials delivered, or functionally similar alternatives. All other or further-reaching obligations to indemnify on the part of the Supplier shall be excluded.

8.6 The Client warrants that no rights of third parties preclude the provision to the Supplier of software, hardware, material intended for websites (visual material, text, music, domain names, logos, hyperlinks etc.), data files or other materials, including draft materials, for the purpose of use, adaptation, installation or incorporation (e.g. in a website). The Client shall indemnify the Supplier against all claims by third parties based on the assertion that such provision, use, adaptation, installation or incorporation constitutes an infringement of any rights of the third party in question.

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9. Obligations to cooperate

9.1 The parties acknowledge that the success of activities in the field of information and communication technology generally depends on proper and timely mutual cooperation. In order to facilitate the proper execution of the agreement by the Supplier, the Client shall at all times provide the Supplier with all data or information that the Supplier deems to be useful, necessary and desirable and to give its full cooperation in a timely manner. If the Client deploys its own personnel and/or agents within the context of providing cooperation in the execution of the agreement, these personnel and agents shall have the necessary knowledge, expertise and experience.

9.2 The Client shall bear the risk of the selection, the use, the application and the management within its organisation of the software, hardware, websites, data files and other products and materials and of the services to be provided by the Supplier. The Client itself shall arrange for the correct installation, assembly and commissioning and for the application of the correct settings to the hardware, software, websites, data files and other products and materials.

9.3 If the Client fails to make the data, documents, hardware, software, materials or employees that the Supplier deems useful, necessary or desirable for the purpose of executing the agreement available to the Supplier, to make these available in good time or in accordance with the agreements, or if the Client fails to meet its obligations in any other way, the Supplier shall be entitled to suspend the execution of the agreement in part or in full and shall also be entitled to invoice the resulting costs in accordance with its standard rates, without prejudice to the Supplier's right to exercise any other statutory and/or agreed right.

9.4 If the Supplier's employees are carrying out activities on the Client's business premises, the Client shall ensure that any facilities reasonably requested by these employees, such as a workspace containing computer, data and telecommunication facilities, are provided free of charge. The workspace and facilities shall meet all statutory and other applicable requirements in relation to working conditions. The Client shall indemnify the Supplier against any claims by third parties, including the Supplier's employees, who suffer injury in connection with the execution of the agreement as a result of an act or omission on the part of the Client or of unsafe situations within the Client's organisation. The Client shall notify the employees deployed by the Supplier of any applicable company rules or security rules prior to the commencement of the activities.

9.5 If use is made of computer, data or telecommunication facilities, including the internet, during the execution of the agreement, the Client shall be responsible for selecting the correct resources required for this purpose and for ensuring that these are available in full and in a timely manner, with the exception of those facilities that fall under the direct use and management of the Supplier. The Supplier shall under no circumstances be liable for losses or costs arising as a result of transmission errors, breakdowns or the non-availability of these facilities, unless the Client is able to demonstrate that these losses or costs are the result of intentional acts or deliberate recklessness on the part of the Supplier's management.

10. Delivery dates

10.1 All (delivery) periods and (delivery) dates agreed or specified by the Supplier shall be established to the best of the Supplier's knowledge on the basis of the information available to it at the time of entering into the agreement. Interim (delivery) dates agreed between the parties or specified by the Supplier shall in all cases be target dates, shall not have a binding effect on the Supplier and shall in all cases be merely indicative. The Supplier shall make every reasonable effort to observe final (delivery) periods and final (delivery) dates wherever possible. The Supplier shall not be bound by a (delivery) period or (delivery) date, final or otherwise, that can no longer be achieved as a result of circumstances outside of the Supplier's control that occurred after the date on which the agreement was concluded. The Supplier shall also not be bound by a (delivery) date or (delivery) period, final or otherwise, if the parties have agreed on a change to the content or scope of the agreement (additional work, change in specifications etc.) or a change in the approach to the execution of the agreement. If there is a risk that a time period will be exceeded, the Supplier shall consult with the Client in order to discuss the implications of the overrun for the rest of the schedule.

10.2 The mere fact that a (delivery) period or (delivery) date, final or otherwise, specified by the Supplier or agreed between the parties has been exceeded, shall not mean that the Supplier is in default. In all cases – therefore also in the event that the parties have agreed a final (delivery) period or (delivery) date explicitly in writing – the Supplier shall not be in default as a result of the fact that a delivery period or date has been exceeded until such time as the Client has given written notice of default. The notice of default must contain as comprehensive and detailed a description of the breach as possible, in order to ensure that the Supplier has the opportunity to respond adequately.

11. Termination and cancellation of the agreement

11.1 Both of the parties shall only be authorised to rescind the agreement as a result of an attributable failure to perform this agreement if the other party, in all cases following written notice of default providing as many details as possible and setting a reasonable term in which the breach can be remedied, attributably fails to meet its fundamental obligations arising from this agreement. The Client's payment obligations and all other obligations to cooperate imposed on the Client or on a third party to be engaged by the Client shall in all cases be regarded as fundamental obligations arising from the agreement.

11.2 If the Client has already received services for the purpose of executing the agreement at the time of rescission as referred to in Article 11.1, these services and the related payment obligation cannot be revoked unless the Client is able to demonstrate that the Supplier is in default in respect of a substantial part of these services. Any amounts that the Supplier has invoiced before rescission in connection with work that it has already duly carried out or services that it has duly provided for the purpose of executing the agreement, shall remain due in full, subject to due observance of the provisions of the preceding sentence, and shall become immediately due and payable at the time of rescission.

11.3 If an agreement that by its nature and content is not brought to a close is entered into for an indefinite period of time, this may be terminated in writing by either party following consultation and stating reasons. If the parties have not agreed a notice period, a reasonable period of time must be observed on termination. The parties shall under no circumstances be obliged to pay any compensation as a result of termination of the agreement.

11.4 The Client shall under no circumstances be entitled to terminate an agreement regarding the provision of services that has been entered into for a fixed term before the end of the term.

11.5 Either of the parties shall be entitled to terminate the agreement in part or in full, with immediate effect, in writing without notice of default if the other party is granted a moratorium of payments, provisionally or otherwise, if a winding-up petition is filed in respect of the other party, if the other party's company is wound up or terminated for reasons other than reconstruction or the merger of companies, or if there is a change in the individual or board that has decisive control over the Client's company. The Supplier shall under no circumstances be obliged to reimburse any sums of money that have already been received or to pay any compensation in the event of such termination. If the Client becomes bankrupt or is liquidated, the right of use of the software, websites and suchlike made available to the Client shall terminate by operation of law.

12. Liability of the Supplier

12.1 The total liability of the Supplier due to an attributable failure to perform this agreement or due to any other reason, explicitly including any failure to comply with a guarantee obligation agreed with the Client, shall be limited to compensation of the direct damage or loss not exceeding the sum stipulated for this agreement (excl. VAT). This limitation of liability shall apply mutatis mutandis to the Supplier's obligation to indemnify referred to in Article 8.5 of this General module. If the agreement is essentially a continuing performance contract with a term of more than one year, the sum stipulated for the agreement shall be set at the total fees (excl. VAT) stipulated for one year. The total liability of the Supplier for direct damage or loss, for any reason whatsoever, shall, however, under no circumstances exceed €500,000 (five hundred thousand euro).

12.2 The liability of the Supplier for loss as a result of death, physical injury or due to material damage to items shall under no circumstances exceed €1,250,000 (one million two hundred and fifty thousand euro).

12.3 The liability of the Supplier for indirect damage or loss, resulting loss, loss of profit, loss of savings, reduced goodwill, loss due to business interruption, loss as a result of claims from the Client's customers, loss in connection with the use of items, materials or software provided by third parties that the Supplier is instructed to obtain by the Client and loss in connection with the engagement of secondary suppliers by the Supplier on the Client's instructions shall be excluded. The liability of the Supplier due to the scrambling, destruction or loss of data or documents shall also be excluded.

12.4 The exclusions and restrictions to the Supplier's liability, as described in the preceding paragraphs of Article 12, shall not affect the remaining exclusions and restrictions to the Supplier's liability set out in this General module and the other agreed modules of these general terms and conditions in any way.

12.5 The exclusions and restrictions referred to in Article 12.1 to 12.4 shall no longer apply if and in so far as the loss is the result of intentional acts or deliberate recklessness on the part of the Supplier's management.

12.6 Except where performance by the Supplier is permanently impossible, the Supplier shall only be liable as a result of an attributable failure to perform an agreement if the Client gives the Supplier immediate notice of default in writing, setting a reasonable term in which the breach can be remedied, and the Supplier still attributably fails to meet its obligations after this period. The notice of default must contain as comprehensive and detailed a description of the breach as possible, in order to ensure that the Supplier has the opportunity to respond adequately.

12.7 A condition for the existence of any right to compensation shall in all cases be that the Client notifies the Supplier in writing of the loss or damage as soon as possible after it occurs. Any claims for damages against the Supplier shall expire by the mere passage of twenty four months from the date on which the claim arose.

12.8 The parties acknowledge that active and constructive participation in an ICT-Mediation process is a reasonable and suitable measure for preventing or limiting the risk of damage or loss if this potential damage or loss is connected to failure by the Supplier to meet any contractual obligation or to meet such obligations properly and in good time. The Client therefore undertakes to actively, constructively and unconditionally participate in an ICT-Mediation process, at the Supplier's first written request, in accordance with the ICT-Mediation Regulations of the Foundation for the Settlement of Automation Disputes [Stichting Geschillenoplossing Automatisering], with its registered office in The Hague (see www.sgoa.org and www.sgoa.eu).

12.9 The Client shall indemnify the Supplier against all claims by third parties due to product liability as a result of a fault in a product or system delivered by the Client to a third party and that partly consisted of hardware, software or other materials provided by the Supplier, unless and in so far as the Client is able to demonstrate that the damage or loss was caused by this hardware, software or other materials.

12.10 The provisions of this article and all other restrictions and exclusions of liability referred to in these general terms and conditions shall also apply in favour of all (legal) persons that the Supplier engages to execute the agreement.

13. Force majeure

13.1 Neither of the parties shall be obliged to meet any obligations, including any guarantee obligation agreed between the parties, if it is prevented from doing so as a result of force majeure. Force majeure shall include: (i) a situation of force majeure encountered by the Supplier's own suppliers, (ii) failure by secondary suppliers engaged by the Supplier on the Client's instructions to duly meet their obligations, (iii) the defectiveness of items, hardware, software or materials provided by third parties that the Supplier has been

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instructed to use by the Client, (iv) government measures, (v) electricity failure, (vi) faults affecting the internet, computer network or telecommunication facilities, (vii) war, (viii) workload, (ix) strike action, (x) general transport problems and (xi) the unavailability of one or more members of staff.

13.2 If a situation of force majeure lasts for longer than ninety days, either of the parties shall be entitled to terminate the agreement in writing. The services already performed on the basis of the agreement shall in this case be settled on a pro rata basis, and the parties shall not owe one another any other amounts.

14. Changes and additional work

14.1 If the Supplier has carried out work or performed other services that fall outside of the content or scope of the agreed work and/or services at the request or with the prior consent of the Client, such work or services shall be paid for by the Client in accordance with the agreed rates. If no rates have been agreed, the Supplier's standard rates shall apply. The Supplier shall under no circumstances be obliged to comply with such a request, and where it does comply, it may require the Client to enter into a separate written agreement for this purpose.

14.2 The Client accepts that work or services as referred to in this article may affect the agreed or anticipated time of completion of the services and the mutual responsibilities of the Client and the Supplier. The fact that (the demand for) additional work arises during the execution of the agreement shall under no circumstances constitute grounds for the Client to terminate or rescind the agreement.

14.3 In so far as a fixed price has been agreed in respect of the service, the Supplier shall, upon request, notify the Client in writing regarding the financial implications of the additional work or services as referred to in this Article.

15. Transfer of rights and obligations

15.1 The Client shall not be entitled to sell and/or transfer the rights and/or obligations arising from the agreement to a third party.

15.2 The Supplier shall be entitled to transfer its rights to the payment of fees to a third party.

16. Applicable law and disputes

16.1 The agreements between the Supplier and the Client shall be governed by Dutch law. The applicability of the Convention on Contracts for the International Sale of Goods 1980 is excluded.

16.2 Any disputes that may arise between the Supplier and the Client on the basis of an agreement concluded between the Supplier and the Client or as a result of further agreements that arise from such an agreement, shall be settled through arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes, with its registered office in The Hague, without prejudice to the right of either of the parties to request an injunction in summary arbitral proceedings and without prejudice to the right of either of the parties to take precautionary legal measures (see www.sgoa.org).

16.3 Contrary to the provisions of Article 16.2, either of the parties shall be entitled, however not obliged, to bring the matter before the District Court, Subdistrict Sector, if the matter relates to a dispute that according to the statutory rules governing jurisdiction falls within the subject-matter jurisdiction of the District Court, Subdistrict Sector. This shall only be the case, however, where the Supplier and/or the Client has/have not already brought arbitral proceedings for the resolution of disputes arising on the basis of the agreement concluded between the parties or further agreements that arise from such an agreement before the Foundation for the Settlement of Automation Disputes in accordance with the Foundation's Arbitration Regulations. If the matter is brought before the District Court, Subdistrict Sector, by one or more of the parties for processing and a decision, subject to due observance of the previous subclause, the District Court, Subdistrict Sector, shall have jurisdiction to process the matter and reach a decision.

16.4 Before instituting arbitral proceedings as referred to in Article 16.2, either of the parties shall commence ICT-Mediation proceedings in accordance with the ICT-Mediation Regulations of the Foundation for the Settlement of Automation Disputes in The Hague. ICT-Mediation proceedings in accordance with these regulations are aimed at mediation by one or more mediators. The other party shall undertake to actively participate in any ICT-Mediation proceedings that are instituted, and shall in any event be legally obliged to attend at least one joint meeting between the mediators and the parties, in order to ensure that this extrajudicial form of dispute resolution has a chance of success. Either of the parties shall be at liberty to terminate the ICT-Mediation proceedings at any time following an initial discussion between the mediators and the parties. The provisions of this subclause shall not prevent either of the parties from requesting an injunction in summary (arbitral) proceedings or from taking precautionary legal measures where they deem this to be necessary (see www.sgoa.org and www.sgoa.eu).

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Module 11 Sale of ICT, telecommunication and office equipment and other items

1. Applicability

1.1 The ICT-Office Terms and Conditions consist of the General module as well as one or more specific modules per product or service. The provisions of this module shall apply in addition to the provisions of the General module in the event that the Supplier sells computer, telecommunication or office equipment and/or other equipment, supplies, consumer goods, parts and/or other items (hereinafter referred to as: items).

1.2 The provisions of this module are inextricably linked with the provisions of the General module. In the case of conflict between the provisions of the General module and the provisions of this module, the latter shall prevail.

2. Purchase and sale

2.1 The Supplier shall sell the items according to nature and quantity as agreed between the parties in writing, and the Client shall purchase the items from the Supplier on the same basis.

2.2 The Client shall bear the risk associated with the selection of the items purchased. The Supplier shall guarantee that on delivery, the items are suitable for normal use and meet the specifications agreed in writing between the parties. The Supplier shall not guarantee that the items will be suitable for the use envisaged by the Client, unless the written agreement between the parties specifies the purposes of use clearly and without reservation.

2.3 In any event, the agreement shall not include assembly and installation materials, software, consumer items, batteries, stamps, ink (cartridges), toner products, cables and accessories, except where this has been agreed between the parties in writing.

2.4 The Supplier shall not guarantee that the assembly, installation and operating instructions that accompany the items are free of errors and that the items incorporate the features stated in these instructions.

3. Delivery

3.1 The items sold to the Client by the Supplier shall be delivered to the Client ex warehouse. The Supplier shall only deliver the items sold to the Client to a location to be designated by the Client, or arrange for this to be carried out, if this has been agreed in writing. Where this is the case, the Supplier shall notify the Client, where possible in good time prior to delivery, of the time at which it or the carrier engaged intends to deliver the items. The delivery times stated by the Supplier shall in all cases be indicative.

3.2 Except where explicitly agreed otherwise, the purchase price of the items shall not include the costs of transport, insurance, tackles and hoists, the hiring of temporary facilities etc.

3.3 The Supplier shall package the items in accordance with its standard criteria. If the Client requires a specific packing method, it must bear any associated additional costs. The Client shall process any packaging materials removed from the items delivered by the Supplier in accordance with the applicable government regulations. The Client shall indemnify the Supplier against claims by third parties as a result of failure to comply with such regulations. If the Client requests that the Supplier remove old materials (such as networks, casings, cable conduits, packaging materials, hardware) or the Supplier is obliged to do so, the Supplier may accept this request by means of a written assignment subject to its standard rates, on the condition that the aforementioned materials remain the property of the Client at all times.

3.4 If the parties have agreed this in writing, the Supplier shall install, configure and/or connect the items, or arrange for this to be carried out. Where the Supplier is obliged to install and/or configure hardware, this shall not include carrying out data conversion or the installation of software.

3.5 The Supplier shall provide all services on the basis of a best efforts obligation, unless and in so far as the Supplier has explicitly undertaken in the written agreement to achieve a specific result and the result in question is sufficiently determined.

3.6 The Supplier shall not be responsible for any licences that may be required.

3.7 The Supplier shall at all times be entitled to execute the agreement in the form of partial deliveries.

4. Test setup

4.1 The Supplier shall only be obliged to establish a test setup in relation to the products that the Client is interested in if this has been agreed in writing. The Supplier may attach (financial) conditions to a test setup. A test setup shall involve the temporary display of standard models of products, excluding accessories, in a space to be made available by the buyer, before the buyer reaches a final decision with regard to whether or not it wishes to purchase the products in question at the applicable prices. The Client shall be liable for the use, damage, theft or loss of products that form part of a test setup.

5. Cooperation on the part of the Client

5.1 Without prejudice to the provisions of the General module, the Client shall be responsible for providing an environment that meets any requirements imposed by the Supplier in respect of the items, including requirements in relation to temperature, atmospheric humidity and technical environment.

5.2 The Client must ensure that any work to be carried out by third parties, including construction work, is performed in an acceptable and timely manner.

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6. Guarantee

6.1 The Supplier shall make every effort to ensure that any material and manufacturing defects in the hardware, or in parts delivered by the Supplier within the scope of the guarantee, are rectified within a reasonable period of time and free of charge if the Supplier receives detailed notification of such defects within three months of the date of delivery. If the Supplier deems that it is not reasonably possible to rectify the defect, that it will take too long to rectify the defect or that this would involve unreasonably high costs, the Supplier shall be entitled to replace the hardware free of charge with another, similar but not necessarily identical item of hardware. Any data conversion required as a result of the rectification of defects or replacement falls outside the scope of the guarantee. All replaced parts shall be the property of the Supplier. The obligations under the guarantee shall not apply if defects in the hardware or parts are partly or entirely the result of incorrect, negligent or incompetent use, external causes such as fire or water damage, or if the Client makes changes to the hardware or the parts delivered by the Supplier within the scope of the guarantee without the Supplier's written consent, or arranges for this to be carried out. The Supplier shall not withhold such consent on unreasonable grounds.

6.2 Any claims by the Client that the items delivered are not fit for purpose other than, or that extend beyond, those set out in Article 6.1 of this module shall be excluded. In any event, the Client shall not be entitled to rely on the fact that the items delivered are not fit for purpose if and in so far as it is prevented from doing so by the law.

6.3 The Supplier shall invoice the costs of work and the rectification of defects that fall outside of the scope of this guarantee in accordance with its standard rates.

6.4 The Supplier shall not be obliged to rectify defects that are reported following expiry of the guarantee period referred to in Article 6.1 of this module, unless the parties have entered into a separate maintenance agreement that incorporates an obligation to this effect.

7. Hardware from third party suppliers

7.1 If and in so far as the Supplier provides the Client with hardware from third parties, the terms imposed by such third parties in relation to the hardware shall apply, provided that the Supplier has notified the Client of such terms in writing, notwithstanding any varying provisions in these general terms and conditions. The Client accepts the abovementioned terms imposed by third parties. These terms shall be available to the Client for inspection on the Supplier's premises and the Supplier shall provide the Client with a copy of the terms free of charge upon request. If and in so far as the abovementioned terms imposed by third parties in the relationship between the Client and the Supplier are deemed not to apply for any reason whatsoever, or are declared to be inapplicable, the provisions of these general terms and conditions shall apply in full.

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