

General terms of sale and delivery

Article 1 Definition of concepts

The following definitions are used in these general terms of purchase:

- Vidicode: Vidicode Datacommunicatie B.V.;
- Supplier: the seller of Products/Services to Vidicode;
- Parties: Vidicode and the Supplier;
- End user: the party who purchases the Product for its own use;
- Agreement: the arrangements laid down in writing between Vidicode and the Supplier concerning the delivery of Products and/or Services, of which these general terms are part;
- Products: goods to be supplied by the Supplier;
- Software: operating and application programmes;
- Services: activities to be carried out by the Supplier;
- Intellectual property: copyrights, design rights, patent rights, trademark rights and similar rights, which relate to the Software, designs, trademarks, etc.;
- Incoterms 2000: ICC – rules about harmonisation of a number of the most frequently used terms in international business transactions.

Article 2 General

1. These general terms of purchase shall apply to all inquiries, offers, (execution of) Agreements and other legal relationships with Vidicode with regard to Products and/or Services to be supplied by the Supplier.
2. Any general terms of delivery / sale used by the Supplier shall be expressly rejected.
3. The Dutch text of the general terms of purchase shall be determining for their interpretation.
4. In the event of contradiction special written Agreements between the Parties shall take precedence over these general terms of purchase.
5. If and in so far as provisions in an Agreement with Vidicode, including these general terms of purchase, are in violation of provisions of mandatory law, are null or annulable, as much significance as possible shall nevertheless be attributed thereto, without this leading to the violation, nullity or annullability concerned.
6. If there is a lack of clarity about the interpretation of one or several of the provisions of these general terms of purchase, then interpretation shall take place in accordance with the purport of these provisions.
7. If Vidicode does not always demand strict compliance with these terms, that does not mean that the provisions thereof are not applicable, nor that Vidicode could thereby lose to any degree the right to demand strict compliance with the provisions of these terms after all or in other cases.
8. In the event of a difference of opinion about matters relating to (compliance with) the Agreement, the administrative records of Vidicode shall be decisive in so far as these relate thereto.

Article 3 Applicable law and court

1. Dutch law shall be exclusively applicable to all Agreements with Vidicode, as well as to other legal relations between the Parties that are closely related herewith, even if an obligation is carried out entirely or partly abroad or if the other party involved in the legal relation has its registered office abroad. Applicability of foreign legislation and of the Vienna Purchase Convention shall be excluded.
2. The court of The Hague shall be exclusively competent to take cognisance of all disputes between the Parties. Nevertheless Vidicode shall have the right to submit the dispute to the court which would be competent without this choice of forum.

Article 4 Offers, prices and conclusion of Agreement

1. Offers from the Supplier shall be irrevocable during a period of thirty days after they have reached Vidicode.
2. An Agreement shall have come about only after written acceptance of an offer from the Supplier by an authorised employee of Vidicode. Performances or preparations for performances without such prior written acceptance shall be at the expense and risk of the Supplier.
3. In the event of on-call Agreements an Agreement shall have been concluded only if the order for a (partial)delivery has been sent by Vidicode within the framework of the on-call Agreement.
4. The Agreement, together with these general terms of purchase, comprises the full representation of the rights and obligations of the Parties and takes the place of all earlier written and verbal arrangements, declarations, expressions and/or actions of the Parties.
5. Agreed prices shall comprise all costs, taxes, etc. which are incurred in connection with the delivery of the Products and/or Services (on the basis of the FCA term of the Incoterms 2000).
6. Unless the Agreement mentions circumstances which may result in a price adjustment and the way in which, agreed prices shall be fixed prices.
7. All costs relating to the issue of offers shall be at the expense of the Supplier.

Article 5 Modification of Agreement and Delivery

1. Vidicode shall be entitled to instruct the Supplier to modify the scope and/or the quality of the Products and/or Services to be delivered. Such modifications shall be agreed in writing.
2. If the modification has consequences for the price and/or the time of delivery, the Supplier shall be obliged to notify Vidicode thereof in writing as soon as possible, but not later than 8 working days after the notification of the desired modification.
3. If these consequences are unreasonable in the opinion of Vidicode, the Parties shall consult with one another about this.
4. If the Supplier fails (timely) to inform Vidicode about the consequences, the fixed prices and the delivery period agreed earlier shall apply to these modifications as well.
5. If the Agreement has the character of a durable Agreement, Vidicode may cancel it at any time with due observance of a notice period of at least thirty (30) days.
6. The Supplier shall be obliged to inform Vidicode immediately and in writing about any modification or change in the composition or characteristics of the Products and/or Software to be supplied, in comparison with what has been defined in the offer and/or the Agreement.
7. If the consequences of the changes in the goods to be supplied are not acceptable to Vidicode, the Parties shall consult with one another about this and Vidicode shall be entitled, if it so wishes, to dissolve the Agreement without any costs.
8. If the Supplier fails (timely) to inform Vidicode about the changes in Products and/or Software, Vidicode shall be entitled to dissolve the Agreement without any costs.

Article 6 Assignment of obligation

1. The Supplier shall not be entitled to assign to a third party any right or obligation resulting from this Agreement without prior written permission from Vidicode.
2. Even if such permission has been granted, the Supplier shall continue to be liable, next to the third party, for the fulfilment of the obligations assigned.

Article 7 Reselling

1. Vidicode shall be expressly allowed to resell the Products supplied by the Supplier or, in the event of intellectual property such as for example Software, to assign the rights of use thereof. In the latter event Vidicode shall make an effort to make available to the customer the licence terms which came with that Software.
2. Vidicode shall not be held liable for non-compliance with the licence terms by the customer.
3. The Supplier shall protect Vidicode against all claims with regard thereto from third parties, such as entitled licensees.

Article 8 Payment and setting off

1. The Supplier shall send an (itemised) invoice to the address of Vidicode as mentioned in this Agreement.
2. In principle, payment by Vidicode shall not take place sooner than 30 days after receipt of an invoice, under the condition that the Supplier has then fulfilled all its obligations.
3. In the event of payment in advance by Vidicode, Vidicode may demand that the Supplier provides a security in the form of a bank guarantee which shall comply with the conditions imposed thereon by Vidicode.
4. Vidicode shall be entitled to suspend any payment as soon as a Supplier fails to fulfil its obligations resulting from either the Agreement or from any other or earlier legal relation.
5. In the event of payment in advance and delay in the delivery, the Supplier shall owe the statutory interest over the purchase price paid for the duration of the delay, without prejudice to the other provisions in these terms.
6. Vidicode shall be entitled to set off a debt to the Supplier against any amount which the Supplier in turn owes to Vidicode on the ground of any legal relationship.
7. Setting off by the Supplier shall not be allowed.
8. If a debt and claim to be set off are expressed in different currencies, the claim of the Supplier shall be converted to the currency of the claim of Vidicode, and this at the average rate on the day on which the declaration to set off is made.

Article 9 Packaging

1. Products shall be packed, protected and supported by the Supplier in such a sound manner that they can be delivered in a good condition, in the agreed units, quantities and dimensions or in machine-workable containers and can be unloaded in a safe way. The packing method, including the material, shall be as environmentally friendly as is reasonable possible. The Supplier shall be liable for (non)compliance with Dutch and international regulations regarding packaging and transport.
2. The Supplier shall protect Vidicode against any claims from third parties in this respect.

3. In the event of non-fulfilment of the obligation as described in this article and in the next article, Vidicode shall be entitled in advance to refuse acceptance of the Products concerned.

4. No evidence that the Supplier has fulfilled its obligations shall be derived from receipts signed by or on behalf of Vidicode, even if these indicate that the Products have been received in a good state.

5. A mark-up for packaging shall not be allowed, unless Vidicode has given written permission for this in advance.

6. Taking back of (transport) packing materials shall take place within one month after delivery and at the risk and expense of the Supplier.

7. Vidicode shall be entitled to return the (transport) packing materials at the expense of the Supplier or to destroy these or have these destroyed and to recover the costs thereof from the Supplier if the Supplier has not (timely) fulfilled its obligation to take back.

Article 10 Documentation and Information

1. The Supplier and its employees, as well as any third parties used by it, shall be obliged to comply with the applicable legal regulations with regard to safety, health and environment.

2. When making an offer the Supplier shall state whether the Products contain environmentally hazardous substances which may be released or which may otherwise imply a hazard or risk during normal use and also in the event of faults, repairs, maintenance or calamities, removal, storage, dumping, relocation, evacuation or destruction at the end of their life cycle.

3. In such a case the Supplier shall add to the delivery a clear instruction containing preventive measures which may prevent the release of such substances. Moreover the Supplier shall state in that instruction which protective measures must be taken in the event that such substances are released.

4. The provisions in this article shall also apply to the health and safety risks for Vidicode or the (End) user.

5. The Supplier shall protect Vidicode against any claims from third parties which are based on or related to the materialisation of the environmental, health and safety risk referred to in this article, even if Vidicode has been (adequately) informed about this by the Supplier.

6. The Supplier shall provide Vidicode with all instructions required for normal and special use, storage and destruction of Products.

7. Also in the future the Supplier shall (continue to) provide Vidicode forthwith with any updates and/or information about new developments with regard to the risks mentioned in this article.

8. Vidicode shall be entitled to use, to copy and to distribute for use by itself, its customers and/or (End) users the information and documentation referred to earlier in this article.

Article 11 Delivery

1. The Supplier guarantees that it shall deliver the Products, provided with all documents (such as packing lists, the documentation and information referred to in these terms, certificates, etc.), within the agreed period.

2. Periods of delivery (hand-over) shall commence at the moment of written acceptance of the offer by Vidicode, unless agreed otherwise in writing.

3. Periods of delivery (hand-over) shall always be fatal periods, unless agreed otherwise. If Products have not been delivered within a fatal period (at the agreed place) or have been delivered within a fatal period but the Products delivered appear not to meet the Agreement, the Supplier shall be in default without any notice of default being required.

4. If a fatal period of delivery is exceeded - such as in the case of non-delivery, late delivery or improper delivery - the Supplier shall owe to Vidicode, without a notice of default being required, an immediately payable penalty of 1% with a maximum of 10% of the price involved in the total offer, without prejudice to the other rights of Vidicode such as (further) damages and dissolution.

5. The Supplier shall not be entitled to make partial deliveries, unless this has been agreed in writing.

6. If the Supplier wishes prematurely to carry out the Agreement in any way, this shall require prior written permission from Vidicode. In the event of premature fulfilment, Vidicode shall not be obliged to pay any sooner than has been provided in the Agreement.

7. Vidicode shall be entitled to request that a delivery is delayed. In this case the Supplier shall store, preserve, protect and insure the Products for its own account, properly packed, separated from other products and clearly recognisable as intended for Vidicode.

8. The Supplier shall notify Vidicode forthwith if the period of delivery threatens to be exceeded, with mention of the nature of the circumstances, the measures taken or to be taken by the Supplier, and the probable duration of the delay. If a period of delivery is exceeded, Vidicode reserves all rights which it has pursuant to the Agreement or to the law, including the right to dissolve the Agreement and/or the right to receive compensation of damages.

9. The Supplier shall see to it that the Products are insured with coverage of transport and/or storage risks, and shall have Vidicode designated as a co-beneficiary of any insurance payments. The Supplier shall offer Vidicode an opportunity to inspect this insurance policy at Vidicode's first request.

10. Delivery shall take place in accordance with the "Trade Terms" (Incoterms 2000) mentioned in the Agreement.

11. If Products have to be delivered under the term "free" (Incoterms 2000) Delivered Duty Paid (DDP) at an agreed place and Vidicode has nevertheless payments with regard thereto to third parties, such as payments because of transport or storage, then Vidicode shall be reimbursed by the Supplier for these amounts at the first request of Vidicode or Vidicode shall be entitled to set off such amounts against any amount which it may owe to the Supplier.

Article 12 Inspection

1. Vidicode shall be entitled at any time to inspect or have inspected Products, during production, processing and storage, as well as after delivery.

2. At the first request the Supplier shall grant Vidicode or its representative access to the place of production, processing and storage. The Supplier shall lend its co-operation to the inspection for no consideration.

3. If an inspection can not be held at the agreed time for a reason for which the Supplier is responsible, or if an inspection has to be repeated, the costs resulting for Vidicode shall be at the expense of the Supplier.

4. From a statement about proper receipt, inspection, working order, etc., issued and/or signed by (employees of) Vidicode on the delivery of Products or Services, no evidence shall be derived by the Supplier for the correct fulfilment of other obligations than the time of delivery.

5. If the Supplier does not take back any rejected Products within 14 days after forwarding of the notice of rejection, Vidicode shall be entitled to return the Products to the Supplier at the expense of the Supplier.

Article 13 Risk and transfer of ownership

1. The risk of damage to and loss of Products shall be transferred only after Vidicode has approved the goods.

2. Ownership of the Products shall pass onto Vidicode at the moment of delivery, in connection with which the Supplier guarantees that full and unencumbered ownership is transferred.

3. In the event that materials, such as raw materials, auxiliary materials, tools, drawings, specifications and Software have been made available to the Supplier for the purpose of fulfilment of its obligation towards Vidicode, these shall remain the property of Vidicode. The Supplier shall keep these goods and shall keep them separated from items which belong to the Supplier or to third parties. The Supplier shall at its own expense and risk mark these materials as being the property of Vidicode and shall furthermore keep these materials in a good state and shall insure them against all risks to be customarily insured. At the first request from Vidicode the Supplier shall return these materials to Vidicode forthwith.

4. As soon as items/materials which have been made available have been integrated into those of the Supplier there shall be a new item the ownership of which belongs to Vidicode, and which item shall be stored at the expense of the Supplier and to which the provisions of this article shall apply.

Article 14 Intellectual property

1. The Supplier guarantees that Products belong to him in ownership and are free of burdens and limitations, including limitations which result from patents, trademark rights, copyrights and other (Intellectual and/or industrial) (property) rights. The Supplier shall protect Vidicode against any claims from third parties in this respect.

2. If Products are (have to be) developed especially for the benefit of Vidicode, as a result of which intellectual and industrial property rights are created, then these rights shall become the property of Vidicode for no consideration and they shall be deemed to have been the property of Vidicode from the beginning, in connection with which the Supplier shall be held to do all that which is required by law to transfer these rights to Vidicode without any encumbrance.

3. The Supplier shall be entitled to use the information supplied by Vidicode, but only in connection with the awarding and execution of the Agreement. This information shall remain the property of Vidicode.

4. In the event of violation of the provision laid down in the previous sentence the Supplier shall owe Vidicode an immediately payable penalty in the amount of € 1,000.-- for each violation. The amount of the penalty shall be paid by the Supplier immediately after the violation has been established and notified to the Supplier.

Article 15 Warranties

1. The Supplier warrants that the Products and Services, including the packaging and documentation, comply with the Agreement at the time of delivery, that they have been manufactured and made using good professional workmanship, that they are of a good quality, and that they shall be free during a period of at least eighteen (18) months after delivery of construction, manufacturing and material faults and that they comply at the moment of delivery with all relevant (national and international) rules and

regulations, as well as with the environmental, safety and quality standards which are used nationally and internationally within the branch at that moment.

2. The Supplier warrants that the Products are complete at the time of delivery and that all parts, auxiliary materials, auxiliary parts, tools, spare parts and the documentation referred to in the Agreement as well as the documentation and information which at that moment are required by law are included in the delivery.

3. If Vidicode notifies the Supplier that Products are not satisfactory, the Supplier shall repair or - and this at the choice of Vidicode - replace the Products without any costs for Vidicode within five working days after the forwarding of that notification. For Products replaced under the warranty a new warranty period shall commence as of the moment of delivery and acceptance of the replacement Products. If Products are returned this shall take place at the expense and risk of the Supplier.

4. If the Supplier does not meet this warranty obligation, Vidicode shall be entitled in order to limit further damage and without prejudice to its other rights to purchase replacement Products from a third party at a (reasonable) extra price with notification thereof to the Supplier, to have Products repaired by a third party or to have similar measures taken by a third party.

5. The Supplier shall be obliged to stock (spare) parts, components, special tools and/or measuring instruments of the same quality and at reasonable rates for a period of at least ten years after the delivery of the Products concerned.

6. As soon as that which has been warranted has not been fulfilled, it shall have been established that the Supplier has failed imputably to fulfil its obligations resulting from the Agreement.

Article 16 Act of God

- In the event of a non-imputable shortcoming the obligations of both Parties shall be suspended for the duration of the Act of God. Vidicode shall be entitled, without notice of default, to dissolve the Agreement in that case on the ground of non-fulfilment after expiration of a period of 4 weeks after the agreed delivery date.

- By Act of God on the side of the Supplier shall only be understood that which is understood thereby in accordance with generally applicable Dutch law. Circumstances which create an Act of God on the side of the Supplier shall not include: strikes and lockouts, stagnation or other problems in the fulfilment of the obligations by the Supplier or its suppliers and/or in the transport assured by the Supplier itself or by third parties and/or measures by any government agencies, the absence of any permit to be obtained from a government agency as well as non-fulfilment of the obligations of third parties used by the Supplier.

- In the event of an Act of God on the side of the Supplier the obligation to pay damages and/or penalties shall become void and the Supplier shall not be in default, but only if the Supplier has informed Vidicode thereof in writing, with presentation of adequate documentary evidence, forthwith but at any rate not later than five (5) working days after the start of the situation of an Act of God.

- If the Supplier alleges that one or several of its shortcomings can not be attributed to it and Vidicode accepts this allegation, Vidicode shall nevertheless be entitled to dissolve the Agreement.

- The Supplier undertakes to insure itself against all liability risks resulting from the Agreement under the conditions which are customary in the market. The Supplier shall offer Vidicode an opportunity to inspect the insurance policies concerned at Vidicode's first request.

Article 17 Liability of the Supplier

1. In the event of a shortcoming by the Supplier the Supplier shall be in default without a notice of default being required.

2. Any shortcoming in the fulfilment of the obligations of the Supplier shall entitle Vidicode to fully or partly undo these shortcomings and/or the consequences thereof at the expense and risk of the Supplier in a manner to be determined by Vidicode, and/or to dissolve the Agreement fully or partly without prior reminder or notice of default, this at the choice of Vidicode and without prejudice to the other rights of Vidicode in the event of a shortcoming.

3. The Supplier shall protect Vidicode against any claim concerning losses (including consequential losses, business interruption losses, lost profit and take back losses) which are the direct or indirect result of non-fulfilment, late fulfilment or improper fulfilment of the Agreement or of any other contractual or non-contractual obligation towards Vidicode or towards third parties, (including, but not limited to, employees of Vidicode, companies with which Vidicode is associated in a group, or third parties or employees of third parties used directly or indirectly by Vidicode).

4. The Supplier shall be liable for and shall protect Vidicode against any claim from an employee of Vidicode or from any third party concerning losses which are the direct or indirect result of the way in which the Supplier carries out the Agreement. Without prejudice to the provision laid down in the previous sentence, the Supplier shall protect Vidicode in particular against claims for third parties on the grounds of the product liability provisions of the Dutch Civil Code to compensate for losses caused by a fault in the Products supplied by the Supplier.

5. If Vidicode is held liable by employees or by third parties on those grounds, then the Supplier shall be obliged to assist Vidicode in court as well as out of court and to do forthwith all that may be expected of it in such a case. Should the Supplier remain in default in taking adequate measures, then Vidicode shall be entitled to take such measures itself without issuing a notice of default. All costs and losses occurring for that reason on the side of Vidicode and third parties shall be fully at the expense and risk of the Supplier.

6. The obligation of the Supplier to compensate for losses resulting from a shortcoming (and/or dissolution) shall comprise not only the loss of profit suffered thereby, the loss suffered, any consequential losses, but also all costs resulting from efforts of Vidicode to limit the losses and to assure the continuity of direct and indirect activities (such as extra personnel costs, extra costs for the purchase of replacement Products from third parties, extra logistical costs, etc.).

Article 18 Liability of Vidicode

1. Any liability of Vidicode shall be limited to the liability laid down in this provision.

2. Vidicode shall only be liable towards the Supplier, by virtue of the Agreement or an unlawful act, for losses which are the result of intent or gross fault of directors or actually supervising employees of Vidicode.

3. Vidicode shall only be liable for direct losses if Vidicode has first been held in default in writing and has been offered a reasonable period to meet the obligations after all or to conduct a counter-investigation into the cause of the loss or to have such a counter-investigation conducted by an expert agency. If it appears that Vidicode is not liable, then the Supplier shall reimburse Vidicode for the costs incurred at the first request from Vidicode.

4. In particular Vidicode shall not be liable for any indirect, consequential or business interruption loss (or immaterial loss or environmental loss).

5. The liability of Vidicode within or outside the framework of the Agreement shall at any rate be limited to (whichever is the lower) either the amount which in connection herewith is paid to Vidicode by its insurance company, or the invoice value of that part of the Agreement to which the liability relates.

Article 19 Confidentiality

1. The Supplier shall keep secret the existence, the nature and the contents of the Agreement as well as any other business information - and shall also impose this obligation on auxiliary persons and on its suppliers, and shall not disclose any of it without written permission from Vidicode.

2. In the event of a violation of this article Vidicode shall be entitled without notice of default and without judicial intervention unilaterally to dissolve all or part of the Agreement without prejudice to its other rights in the event of a shortcoming.

3. The obligations resulting from this article shall survive after the termination of the Agreement.

Article 20 Location and modification of terms

1. These general terms of purchase have been filed at the Chamber of Commerce for The Hague under number 27107395, January 2009.

2. The latest filed version or the version which was in force at the time when the legal relationship with Vidicode came into existence shall be applicable.