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## GENERAL TERMS OF DELIVERY

### 1. General

- 1.1. These general terms of delivery (hereinafter referred to as the 'General Terms') apply to all tenders, quotations, offers and agreements, both in relation to the delivery of items and in relation to the performance of work by the private company with limited liability Computer Trading Company BV, with its registered office in Utrecht, Chamber of Commerce number 30192945, acting under the name CTC-ITSolutions (hereinafter referred to as: 'CTC-ITSolutions') for customers, buyers, offerers of used ICT equipment to collect and/or purchase, and principals (hereinafter also referred to as 'Principal'), and are effective from 1 January 2011. This General Terms also apply to the collection and processing of equipment offered by principals, based on an agreement with the foundation Stichting IT Donations, and partly concern the limitation of the liability of Stichting IT Donations.
- 1.2. The General Terms and/or their applicability may only be deviated from expressly in writing.
- 1.3. The applicability of additional and/or deviating terms (of purchase) of the Principal or any third parties is expressly excluded. Provisions therein do not bind CTC-ITSolutions, unless expressly accepted in writing by CTC-ITSolutions. In the event that any provision of the General Terms is deemed null and void or otherwise non-binding by a competent court, the other provisions in these General Terms will remain undiminished in force.

### 2. Orders, offers and agreement

- 2.1. All tenders, offers and quotations are free of obligations, unless expressly stated otherwise. In the event of an inquiry, any offers, tenders or quotations are based on information, drawings etc. supplied by the Principal, the accuracy of which CTC-ITSolutions may assume.
- 2.2. Agreements between CTC-ITSolutions and the Principal are only concluded if and insofar as any tenders, offers or commissions have been accepted by CTC-ITSolutions, or are considered to have been concluded if CTC-ITSolutions has already started the execution of the work. In the event of a sale from warehouse inventory, the invoice may replace the written order confirmation. If an agreement between CTC-ITSolutions and the Principal has already been concluded by offer and acceptance, CTC-ITSolutions is not bound by it, if CTC-ITSolutions proves that the offered price is so low that it cannot reasonably be held to the agreement. The above applies in any case if an offer under the purchase price was (inadvertently) made, also if the Principal did not know this and could have reasonably relied on the (excessively low) price.
- 2.3. In deviation of the above, CTC-ITSolutions may, in the event that the items concerned are financed by a lease financing agreement, stipulate that a written confirmation by the lease company is provided prior to conclusion of the agreement between the principal and CTC-ITSolutions, stating that the items concerned shall be paid by the lease company.
- 2.4. Descriptions in orders, offers and/or quotations are as accurate as possible, but do not bind CTC-ITSolutions. CTC-ITSolutions reserves the right to make changes of a technical nature.
- 2.5. CTC-ITSolutions is entitled to charge to the Principal any costs it incurred with regard to the provision of the offer, if an order for the delivery of an item or the provision of services does not lead to an agreement.

**3. Delivery and delivery time**

- 3.1. All delivery times indicated by CTC-ITSolutions are only estimations, and can never be considered strict deadlines, unless expressly agreed otherwise in writing.
- 3.2. CTC-ITSolutions is entitled to postpone delivery, as long as the Principal has not yet fulfilled all its obligations towards CTC-ITSolutions. This postponement applies until the moment that the Principal fulfils these obligations, or CTC-ITSolutions dissolves the agreement because of non-performance, in which case the Principal is obligated to pay compensation for damages.
- 3.3. If and insofar as CTC-ITSolutions is, for whatever reason, reasonably unable to perform (partial) delivery on the long term, it is entitled to dissolve the agreement fully or partially, without the obligation to pay any fine or compensation for damages.
- 3.4. The delivery takes place ex warehouse, workshop, factory or shop, to be selected by CTC-ITSolutions.
- 3.5. The items to be delivered by CTC-ITSolutions may be transported by CTC-ITSolutions, at the expense and risk of the Principal. In principle, the choice of transport manner is then determined by CTC-ITSolutions. The items to be transported are not insured, unless the Principal requires this expressly; in that case, the costs are borne by the Principal.
- 3.6. Unless expressly agreed otherwise, the costs for import and export duties, stamp duties, station and customs clearance costs etc. are at the expense of the Principal.
- 3.7. CTC-ITSolutions reserves the right to deliver in parts and to invoice separately.
- 3.8. If ordered items have arrived in the CTC-ITSolutions warehouse, but have to be stored there temporarily at the Principal's request, CTC-ITSolutions is entitled to require payment for those items. In that case, CTC-ITSolutions is also entitled to charge storage costs. Aforementioned items are stored at the risk of the Principal. CTC-ITSolutions is not obligated to agree with aforementioned storage.

**4. Prices**

- 4.1. The prices indicated by CTC-ITSolutions are based on the prices on the day of delivery ex workshop, factory, warehouse or shop, and are exclusive of VAT, as well as exclusive of packaging and shipping costs, unless expressly stated otherwise.
- 4.2. CTC-ITSolutions is entitled to charge to the Principal all price-increasing factors, which are understood to include an increase in cost prices and rates for materials, wage costs, social charges, taxes, transport costs, suppliers' (factory) prices, as well as any variations in exchange rates, which arose after the offer, quotation, tender was made or the agreement was concluded. Upon notification of the increase, the Principal is entitled to dissolve the agreement within 8 days after notification, provided it can be reasonably assumed that the Principle would not have entered into the agreement, should the higher price have already been known when the agreement was concluded.

## **5. Payments**

- 5.1. Unless expressly agreed otherwise in writing, the payment must be made in cash or by way of authorisation, without deduction of any discount. The payment term is regarded as a strict deadline. Compensation, postponement, deduction or offsetting is not permitted, save for any express agreement to the contrary between the parties.
- 5.2. CTC-ITSolutions is always entitled to require what is, in its opinion, sufficient assurance for the fulfilment of the Principal's payment obligations. This provision applies equally if credit was stipulated. The Principal's refusal to provide the desired assurance gives CTC-ITSolutions the right to consider the agreement dissolved, notwithstanding the right of CTC-ITSolutions to compensation for expenses and lost profits.
- 5.3. In the event that the payment term is exceeded, the Principal shall owe CTC-ITSolutions an interest of 1% on all late payments, on top of the current promissory rate of the Nederlandsche Bank NV with a minimum of 1.5% per month, starting from the payment due date. The Principal shall also owe the extra-judicial collection fees, to be fixed at a standard level of at least 15% of the late payment amount, with a minimum of € 250.-.

## **6. Retention of ownership**

- 6.1. CTC-ITSolutions retains the ownership of all items delivered by CTC-ITSolutions to the Principal, as long as the Principal has not fulfilled all of its payment obligations with regard to the delivered items, including any claims in connection with any fines owed, interests and costs.
- 6.2. In addition to the aforementioned retention of ownership, the Principal undertakes to put a non-possessory lien on all items delivered by CTC-ITSolutions to the Principal, at the first request of CTC-ITSolutions, as security for all existing and future claims by CTC-ITSolutions against the Principal, for any reason whatsoever.
- 6.3. As long as it is established that the ownership of the delivered items has not yet been transferred to the Principal, it is not entitled to sell, make available, pledge or give as collateral to third parties, nor to otherwise encumber the delivered items, without the express written permission of CTC-ITSolutions.

## **7. Advertisements**

- 7.1. The Principal must report any complaints about the delivered items or services provided within 8 days after delivery or after the performance of the services in writing to CTC-ITSolutions, or, in the absence thereof, after the items are deemed to have been delivered or the services are deemed to have been provided in accordance with the agreement between the parties.
- 7.2. In case of a complaint about the delivered items that is deemed justified by CTC-ITSolutions, CTC-ITSolutions is entitled to repair the items concerned, or to replace them with similar items. CTC-ITSolutions is not obligated to pay compensation for any damages, except in the event that the damages are attributable to the intent or gross negligence of CTC-ITSolutions.

## **8. Rights of CTC-ITSolutions**

- 8.1. The copyright, as well as all other intellectual and industrial property rights with regard to software and equipment delivered or made available in any way by CTC-ITSolutions to the Principal, rest exclusively with CTC-ITSolutions or its licensors,

unless expressly agreed otherwise between the parties in writing. The Principal only obtains the usage rights therefor based on the applicable licensing conditions.

- 8.2. The Principal is not permitted to remove or modify any indication with regard to copyright, brands, trade names or other intellectual or industrial property rights present in or on the software, equipment or materials, including indications with regard to the confidential nature and confidentiality of the software.
- 8.3. CTC-ITSolutions is permitted to take technical measures for the protection of the aforementioned rights.
- 8.4. The Principal is not permitted to dismantle, decompile, apply reverse engineering to, integrate or combine with other software, copy, translate, adapt, apply modifications to or change the software, fully or partially, except insofar as is permitted pursuant to the applicable licensing conditions and insofar as is permitted pursuant to legislation.
- 8.5. CTC-ITSolutions shall indemnify the Principal against any action based on the claim that the software developed by CTC-ITSolutions infringes upon a third party copyright in the Netherlands. CTC-ITSolutions does not grant any indemnification and is not obligated to pay any compensation for damages in connection with any claim if any changes were made to the software.
- 8.6. If the parties agree in writing in a separate agreement that CTC-ITSolutions will develop software commissioned by the Principal, the Principal will obtain the non-exclusive right to unlimited use of the software in its own company, in connection with software developed entirely on behalf of and for the benefit of the Principal. The parties may expressly agree otherwise.
- 8.7. Only when expressly agreed upon in writing, is the source code of software made available to the Principal and/or is the Principal entitled to make changes to this software.

## **9. Product consultancy**

- 9.1. At the Principal's request, CTC-ITSolutions may conduct an inventory of the necessary and/or desired IT solution. Though CTC-ITSolutions will strive to execute the inventory and/or consultancy work correctly and competently, CTC-ITSolutions does not bear any responsibility for whether or not the Principal adopts the advice provided.
- 9.2. For the inventory and advice, CTC-ITSolutions may rely on the information provided to it by the Principal or third parties. It does not have an obligation to investigate.

## **10. Workplace placement, installation and migration**

- 10.1. On the Principal's request, CTC-ITSolutions may carry out placement, installation and migration works. This concerns both hardware and software installation works.
- 10.2. Though CTC-ITSolutions will strive to perform the placement, installation and migration works correctly and competently, CTC-ITSolutions does not bear any responsibility for whether or not the Principal adopts the advice provided.
- 10.3. Any work in connection with placement, installation and migration is carried out at the expense and risk of the Principal, and is considered to have been carried out under the Principal's continuous supervision.

## **11. Service and maintenance works**

- 11.1. CTC-ITSolutions will perform service and maintenance in accordance with the agreements with the Principal, which are recorded in writing.
- 11.2. Service and maintenance concerns hardware exclusively.
- 11.3. If, for whatever reason, equipment is submitted for examination, CTC-ITSolutions is entitled to charge examination costs. If the Principal fails to collect the submitted ICT equipment within 60 days after it has been repaired or after an examination has been concluded and the Principal has been notified thereof, CTC-ITSolutions is entitled to dispose of the equipment and to charge any costs therefor to the Principal. Any storage costs are charged to the Principal.
- 11.4. All equipment used by CTC-ITSolutions for the service and maintenance of equipment, software and other materials remains the property of CTC-ITSolutions, save for if and insofar as the Principal pays compensation for the development or purchase thereof by CTC-ITSolutions.
- 11.5. CTC-ITSolutions can modify the volume and content of the service to be provided. If such modifications result in a change of the Principal's procedures, CTC-ITSolutions shall notify the Principal as soon as possible, and the costs of the changes shall be charged to the Principal.
- 11.6. If service and/or maintenance works are performed pursuant to a service/maintenance card issued by CTC-ITSolutions, the conditions as described at issuance of the card apply. If CTC-ITSolutions does not fulfil its obligations under these conditions, in the sense that it appears later than agreed, it is bound to refrain from charging one working hour per case, or at least to refrain from deducting it from the balance on the card.

## **12. Collection and processing**

- 12.1. During the execution of its tasks, CTC-ITSolutions may collect depreciated ICT equipment, or ICT equipment that is no longer in use. It may do this with the intention to offer this equipment for waste processing or recycling, notwithstanding the provisions below.
- 12.2. If and insofar as any costs related to waste processing or recycling are charged to CTC-ITSolutions, CTC-ITSolutions is entitled to charge these additionally. This also applies to transport costs.
- 12.3. CTC-ITSolutions may also purchase ICT equipment that is depreciated, to be replaced or no longer in use. The Principal declares, as the case may be, to be authorised to sell the ICT equipment concerned. CTC-ITSolutions is not obligated to check this authorisation, nor is it obligated to check whether the ICT equipment offered for sale corresponds one-to-one with the ICT equipment actually submitted. CTC-ITSolutions is not obligated to return any ICT equipment intended as such by the Principal, whether or not payment for said ICT equipment by CTC-ITSolutions has already taken place. CTC-ITSolutions is free to resell and deliver, offer for waste processing or recycling or offer to charities the ICT equipment submitted by the Principal as referred to above.
- 12.4. Values and/or quotations for items to be purchased or collected, as published by CTC-ITSolutions on the internet or otherwise indicated, other than in a dated, legally valid written tender to be accepted within an explicitly determined time period, are indications only and are not valid as a binding offer. An offer made by an employee of CTC-ITSolutions above an amount of € 50,000 is not considered a legally valid offer, if it was not signed by an executive of CTC-ITSolutions. CTC-ITSolutions is never obligated to purchase products or batches of products. If CTC-ITSolutions has, at any time, issued an offer as intended above, and price-decreasing circumstances arise in the meantime, then CTC-ITSolutions is entitled to adjust its offer and to no longer

adhere to its previous offer. In that case, the offerer of the equipment to be purchased is free to retract its offer.

- 12.5. Though CTC-ITSolutions will make efforts to remove data from collected equipment, and CTC-ITSolutions uses advanced and approved software for the removal thereof, CTC-ITSolutions is not liable for any direct or indirect damages arising from the failure to (fully) remove data and customer characteristics from the equipment, or at least from all equipment considered to have been collected. The previous also applies if CTC-ITSolutions issued a certificate for the intended removal.
- 12.6. When offering the equipment to be collected, the offerer is obligated to provide an itemised packing note. It is the offerer's responsibility to pack the equipment adequately. If CTC-ITSolutions has not exhaustively checked the quantity and functioning of the equipment to be collected on site, the signing of the packing note by CTC-ITSolutions upon collection of the equipment does not provide any guarantee for the actual collection of the equipment specified therein. If it turns out, after arrival at CTC-ITSolutions, that the collected equipment is non-functional, damaged, incomplete or defective, this observation is considered determinative for the state of the equipment upon collection.
- 12.7. Though CTC-ITSolutions will make efforts to process equipment collected for processing in an environmentally friendly way, and CTC-ITSolutions uses parties known on the market as reliable for recycling the equipment, CTC-ITSolutions is not liable for any direct or indirect damages arising from the failure to (fully) process all collected equipment in an environmentally friendly way, or at least all equipment deemed to have been collected.
- 12.8. CTC-ITSolutions is never liable for damages caused by employees of the offerer of equipment to be collected or any third parties submitting equipment for collection, or placing it on a pallet to be collected, save for cases of intent or gross negligence on the part of CTC-ITSolutions.

### **13. Cooperation by Principal**

- 13.1. The Principal is expected to cooperate fully with the execution of a commission by CTC-ITSolutions, its employees or any third parties deployed by CTC-ITSolutions.
- 13.2. Cooperation by the Principal is understood to include the signing of packing notes upon delivery.
- 13.3. The Principal will ensure a readily available contact, as well as the timely provision of rooms, equipment, information etc.
- 13.4. The Principal will, prior to the issuance of a price estimate, provide enough clarity about any special circumstances, such as extra security, on the basis of which may be expected that CTC-ITSolutions employees will need extra time for the performance of an assignment.
- 13.5. Should the Principal fail to fully or partially fulfil one or more of the above-mentioned obligations, CTC-ITSolutions shall notify the Principal thereof as soon as possible. With regard to the Principal's participation, it shall not be able to claim force majeure, or at least such a claim of force majeure shall not lead to dissolution of the agreement without compensation for any damages suffered or to be suffered in that event by CTC-ITSolutions.
- 13.6. In the above-mentioned event, CTC-ITSolutions shall be entitled to charge extra hours worked at its regular rates, even if a set price was agreed for the services.

### **14. Force Majeure**

- 14.1. Except for the cases provided for by law, force majeure shall apply on the part of CTC-ITSolutions if it is prevented from fulfilling its obligations as a result of circumstances outside of its control, including, but not limited to the non-fulfilment of their obligations by suppliers of CTC-ITSolutions, including failure to deliver or late delivery by a supplier of CTC-ITSolutions of new or used ICT equipment ordered or purchased by CTC-ITSolutions, or the failure to deliver or late delivery of parts for equipment.
- 14.2. Force majeure explicitly includes theft of equipment offered to NEG-ITSolutions for processing and/or data removal. Theft in this context is in any case each form of misappropriation, including embezzlement from or out of vehicles, from the Principal's locations and from locations of NEG-ITSolutions. In this context, equipment includes any part or related item that might carry data.

## **15. Warranty**

- 15.1. To the equipment obtained by CTC-ITSolutions from a supplier, the warranty provisions of the manufacturer apply exclusively, insofar as these exist.
- 15.2. No warranty is granted for used ICT equipment purchased by CTC-ITSolutions and sold to the Principal, and no liability for damages is accepted.
- 15.3. CTC-ITSolutions does not provide warranty on supplied/enclosed standard software.
- 15.4. If and insofar as CTC-ITSolutions has provided warranty, as expressly stated in writing on the invoice, the following shall apply additionally.
- 15.5. Any warranty entitlement shall expire, if any changes have been made to the equipment without the written permission of CTC-ITSolutions, which may affect the normal operation and reliability of the equipment in the opinion of CTC-ITSolutions. The same applies if, within the warranty period, any parts were installed other than the parts supplied by CTC-ITSolutions, or repairs have been performed on the product without the permission of CTC-ITSolutions.
- 15.6. Trading loss, consequential damage or other indirect damage not mentioned here are excluded from warranty. The warranty applies exclusively to defects, caused by faulty manufacture, construction or material. The warranty does not apply in case of normal wear and tear or damages due to accidents, as well as any changes made to the material or construction by the Principal or third parties, negligence or incompetent handling, as well as in the event that the cause of the defect cannot be clearly determined.
- 15.7. The costs and risks of transport to and from the workplace of CTC-ITSolutions are borne by the Principal.
- 15.8. Furthermore, CTC-ITSolutions does not provide any warranty with regard to the software it provided or delivered to the Principal. CTC-ITSolutions does not guarantee, expressly or implicitly, the quality, performance, marketability or suitability for any particular purpose of the software. All software is licensed and sold in the condition in which it is found at the time of purchase. The risk with regard to the quality and performance of the software rests with the Principal. If and insofar as the software was obtained by CTC-ITSolutions from a supplier, the warranty provisions of the manufacturer apply exclusively, insofar as these exist.
- 15.9. The warranty term stated in writing is exclusively applicable to the sale of used ICT equipment. In principle, used equipment is delivered without software. If used

equipment is delivered with an operation system, CTC-ITSolutions is never obligated to enclose a manual or any other items.

- 15.10. CTC-ITSolutions is not required to perform repairs on used equipment. CTC-ITSolutions will, in any case, have fulfilled its warranty obligations if it provides a working replacement device with specifications that are, to a reasonable degree, equal to those of the device to be replaced. CTC-ITSolutions is never obligated to take used equipment back against repayment of the purchase price.
- 15.11. CTC-ITSolutions is not required to provide warranty on used equipment under the name: "bargains". The pricing for these products is so low, that no warranty claim can be made without an expressly provided warranty. Even in the event that CTC-ITSolutions has expressly provided a warranty on used equipment under the name of "bargains", no claim whatsoever may be made for replacement, price discount or repair with regard to batteries belonging to that equipment.

## **16. Liability**

- 16.1. Notwithstanding the provision with regard to warranty, CTC-ITS expressly excludes any further liability for any damages, due to any cause whatsoever, including all direct and indirect damages, such as consequential damage and trading loss, caused among other reasons by the improper functioning or failure to function of the supplied items, including software and equipment or services, or in connection with the use thereof, or the temporary impossibility of the use thereof, damages arising from the loss of data, files or software, including costs incurred to restore or reproduce such data or programs, save for the liability for damages caused by intent or gross negligence on the part of CTC-ITSolutions.
- 16.2. If and insofar as any liability should reside with CTC-ITSolutions, CTC-ITSolutions shall never be liable for an amount larger than the value of the supplied item causing the direct or indirect damage, or that is involved directly or indirectly in the damages, the value of which shall be determined using the invoice related to the delivered items, with the understanding that CTC-ITSolutions, in the event that the damage does not concern the delivered product directly or indirectly, shall be responsible exclusively for direct damage caused by the intent or gross negligence of CTC-ITSolutions, and with the understanding that the total liability of CTC-ITSolutions will never amount to more than a maximum of €10,000 per case of damage or related string of cases.
- 16.3. If CTC-ITSolutions, despite the previous provisions, might still be held liable for damages, the Principal already now, for henceforth, relinquishes any right to claim compensation for any damages higher than the amount that the professional liability insurance of CTC-ITSolutions actually pays in connection with the case concerned.
- 16.4. Any damage claims as a result of the aforementioned must be reported in writing to CTC-ITSolutions within one month after the emergence of the damage.
- 16.5. The Principal indemnifies CTC-ITSolutions against any claims from third parties for damages caused by or arisen in connection with equipment or software provided or licensed by CTC-ITSolutions. The Principal also indemnifies CTC-ITSolutions against any claims from third parties for damages caused by or arisen in connection with the purchase and/or collection or processing of equipment.

## **17. Dissolution**

- 17.1. In the event that the Principal fails to fulfil one or more of its payment obligations, or fails to fulfil them entirely or in a timely manner, CTC-ITSolutions is entitled, without notice of default or judicial intervention and without being bound to pay any compensation for damages, to dissolve the agreement concerned with immediate



effect by way of a written notification, or to postpone delivery, notwithstanding the right of CTC-ITSolutions to claim full compensation for damages.

- 17.2. In addition to the other rights accruing to it, CTC-ITSolutions may, at any time, dissolve the agreement with immediate effect without notice of default or judicial intervention, and without owing any compensation for damages to the Principal, by way of a written notification, if the Principal is unable to pay its due debts or leaves its due debts unpaid, becomes insolvent, comes to a private agreement with its debtors or calls a meeting of its debtors, a decision is made during a meeting of the Principal's shareholders to dissolve or liquidate the Principal, a guardian or administrator or a person with such an assignment is appointed for the Principal's assets or estate or a part thereof, or the Principal takes or undergoes such a measure because of debts, if bankruptcy of the Principal is filed by it or by any third party, or a moratorium on payments is granted to it, whether temporary or not, if the Principal ceases its operations, or in the event that an attachment is placed because of substantial debt of the Principal, and this attachment is maintained for at least one month.

**18. Applicable law and conflicts**

- 18.1. The General Terms and all transactions and agreements between CTC-ITSolutions and the Principal are governed by Dutch law exclusively.
- 18.2. If any conflicts arising therefrom are within the jurisdiction of a District Court, the District Court in Utrecht shall be competent to settle these conflicts.

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