GENERAL TERMS AND CONDITIONS OF PURCHASE

Clause 1. General

1.1 These General Terms and Conditions apply to all offers made to and agreements entered into with a Capi-Lux or (Tracks) Multitronics company belonging to the Capi-Lux Group, whose holding company is Koninklijke Capi-Lux Holding B.V., having its registered office in Amsterdam (the Netherlands), or any of such company's legal successors or any enterprise affiliated with it or with these legal successors (hereinafter referred to jointly and severally as: the "*Company*") relating to the supply of goods by the offeror or the other party to the agreement (hereinafter: the "*Supplier*").

1.2 The applicability of the Supplier's general terms and conditions is hereby expressly rejected.

1.3 Any provisions that vary from these General Terms and Conditions only apply if and in so far as they have been accepted by the Company in writing.

Clause 2. Agreement

2.1 An agreement, which in this clause is understood to include any changes and/or additions to the agreement, is not binding unless it has been agreed in writing.

2.2 An agreement is concluded in writing when it has been signed by both the Company's Board of Management and by the Supplier, or on the date on which the Company (by post or telefax) sends the written order confirmation which must be signed by the Board of Management. Any promises made by or arrangements made with Company employees will not be binding on the Company unless they are confirmed in writing by the Company's Board of Management.

2.3 The contract accurately represents the entire agreement between the parties.
The order confirmation sent by the Company is deemed to reflect the contents of the agreement correctly and in full unless the Supplier immediately objects to these contents in writing stating the reasons. In this case, the Company will also no longer be bound by the order confirmation.

2.4 The Supplier shall in a timely manner and at its own expense obtain the consents, permits and licences required to perform the agreement, and ensure that the conditions contained in or attached to them are complied with.
The Supplier has sole liability for any failure to obtain the consents, permits and licences referred to above, for failing to obtain them in time and/or for any non-compliance with the conditions contained in or attached to them, and the Supplier indemnifies the Company against any and all loss, damage and costs arising from such failure, lateness or non-compliance.

2.5 Unilateral termination of the agreement by the Supplier is invalid unless the Company agrees to the termination in writing.

Clause 3. Confidentiality

The Supplier shall maintain the confidentiality of any business information which relates to the Company and not disclose it to any third party; business information is to be interpreted in the broadest sense and includes any information which is disclosed to the Supplier by the Company or which comes to the Supplier's knowledge in the context of the agreement.

Clause 4. Prohibition to make offers, etc., to the client

The Supplier shall refrain from making any quotations or offers to the Company's client, either directly or through the agency of a third party, that relate to the matters about which the Company is conducting negotiations or has concluded an agreement with the Supplier.

Clause 5. Industrial and intellectual property rights

5.1 The Supplier warrants that (the use of) the goods supplied does not infringe any (pictorial) trademarks, copyrights or any other industrial or intellectual property rights of third parties (hereinafter: "IP right holders") or any other rights of third parties.

5.2 The Supplier warrants that the goods supplied were brought to market in the countries of the European Economic Area (EEA) by the IP right holder itself or with its permission; this also applies to goods which the Supplier has not bought directly from the IP right holder.
The Supplier warrants that the goods supplied are fit for sale in the EEA market and may be freely traded on it.

5.3 The Supplier indemnifies the Company and its client(s) against any and all claims related to the features whose presence or absence the Supplier warrants in this clause and will compensate the Company or its client(s) for any loss or costs they incur from such claims. Upon the Company's request, the Supplier will provide the names and other details of its own suppliers to the Company if the Company is itself required to provide this information to a third party.

5.4 The Company has title to all the industrial and intellectual property rights that arise or result from the performance of the agreement by the Supplier, its staff or third parties which the Supplier engages to perform the agreement.

5.5 The Supplier indemnifies the Company against any and all claims by third parties made with regard to industrial and intellectual property rights relating to the goods supplied to which the Company has title, and will compensate the Company for any loss and costs resulting from such claims.

Clause 6. Prices

All prices shall be fixed prices and inclusive of turnover tax, import and export duties, excise duties and any further levies and taxes related to the goods or the delivery. The prices shall furthermore be based on the terms and conditions (of delivery) stated in the following clauses.
No set-off may take place in the event of any increase of wages, prices of materials and suchlike.

Clause 7. Delivery and term of delivery

7.1 Unless expressly agreed upon otherwise, delivery shall be made DDP (Delivered Duty Paid) at the place indicated by the Company. The interpretation of the terms and conditions of delivery shall be governed by the edition of the Incoterms issued by the International Chamber of Commerce which was most recent at the time the agreement was entered into.

7.2 The Supplier shall deliver the goods on the date stated in the agreement or no later than the last day of the period stated in the agreement or, if no date or period was agreed, within 30 (thirty) days. This date or period shall apply as a strict and final date or period.

The delivery period specified in an agreement commences on the date that the agreement is entered into.

7.3 The Supplier shall notify the Company in a timely manner about the exact time of delivery or about any possible delay.

7.4 At the request of the Company, the Supplier shall deliver the goods at a later date than the date initially agreed. If the Company requests delivery at an earlier date than the date initially agreed, the Supplier shall use its best endeavours to comply with this request without being entitled to compensation for any loss or costs.

7.5 The Supplier may only make partial deliveries with the prior written consent of the Company.

Clause 8. Transport and unloading

8.1 Transport and unloading of the goods shall be at the expense and risk of the Supplier in accordance with the terms and conditions of delivery stated in the preceding clause.

8.2 The Supplier can on no account claim compensation for loss or costs resulting from any delay which occurs during the unloading of the goods.

8.3 The Supplier must present a delivery note immediately at the unloading of the goods so that this may be signed for approval by a person authorised on behalf of the Company to do so. The signing of the delivery note shall only be understood as confirmation of the receipt of the goods; it does not imply approval of (the quality or quantity of) the goods and does not release the Supplier from any warranty or liability. Nor can the signing of the delivery note result in a change of the agreement in any other way.

8.4 In any and all cases and notwithstanding the agreed terms and conditions of delivery, the Supplier shall provide the documentation which is needed to transport the goods to the place of destination.

Clause 9. Packaging

9.1 The Supplier shall pack the goods with proper care. The Supplier shall be liable for any loss, damage and costs caused by inadequate packaging and/or any damage or destruction of the packaging.

9.2 The Company is not liable for any packing costs unless expressly agreed otherwise.

9.3 At the Company's request, the Supplier shall take back any packaging of the goods and collect it from the Company's premises at its own expense, and at the same time refund the packing costs which it has charged to the Company.

Clause 10. Quality

The Supplier warrants that the goods supplied:

a. are original and originate from the manufacturer and/or IP right holder named on the packaging and the labels (and, thus, have not been produced under licence) and that they meet the quality standards intended by the manufacturer or IP right holder and do not have any defects;
b. that, with regard to durability and quality – and taking the usual time periods into account – they are fit for sale to re-sellers and (ultimately) for sale to and use by consumers;
c. that they are packaged in the original and, with regard to design and colour, most recent packaging and labels used by the manufacturer and/or the IP right holder;
d. that they meet the requirements set out in the agreement and in the documents ancillary to the agreement and/or any other documents made available, that they meet the

standards and specifications used by the Company and are in accordance with the samples approved by the Company; and

e. that they comply with national, European and other international rules and regulations including the requirement that the original batch or code numbers are indicated on the goods to enable identification.

Clause 11. Inspections

11.1 The Company or any third party designated by it shall at all times have the right to inspect, test or sample the goods wherever they may be located. The results of any inspection, test or sampling, or the omission thereof, will not release the Supplier from any warranty or liability.

11.2 The Supplier shall provide all the information and facilities required for conducting an inspection or test or for sampling, including the necessary employees and materials.

11.3 The personnel costs incurred by the Company or the designated third party in connection with an inspection or test or sampling shall be payable by the Company. Any other costs shall be at the expense of the Supplier.

11.4 If the goods are rejected, the Company shall inform the Supplier of this immediately stating the reasons. In such a case, the Supplier shall repair or replace the rejected goods at its own expense within a time limit to be set by the Company such that the goods meet the requirements for approval, without prejudice to any other rights of the Company. Goods already delivered must be taken back at the Company's request and at the expense of the Supplier.
Rejection shall also entitle the Company to suspend payment of the agreed price or instalment.

11.5 The Supplier gives the Company the right to use the delivered goods or put them into use even before an inspection or test or sampling has been conducted.

Clause 12. Ownership and risk

12.1 The Supplier shall bear the risk of the goods until they have been delivered and approved by the Company in accordance with the preceding clauses.

12.2 If the Company makes any payments to the Supplier before the goods are delivered, the goods to which the payment relates or is attributable to shall be the Company's property from the time of payment.

12.3 If the Company is or becomes the owner of (a part of) the goods before their delivery and approval, the Supplier must identify these goods on behalf of the Company, take proper care of the identified goods, and insure them and keep them insured on behalf of those concerned.

Clause 13. Payment and set-off

13.1 Unless another term has been expressly agreed, and subject to any (suspensive) rights the Company may have, payment shall take place within sixty days at the latest of the following times:

a. the time of delivery of the goods;
b. the time of approval of the goods by the Company;
c. the time of receipt of an invoice by the Company which meets the requirements stated in the following clause.

13.2 Payment of the goods supplied will not release the Supplier from any warranty or liability.

13.3 If it has been agreed that the Company will make advance payments, the Company shall at all times have the right, before making these payments, to require the Supplier to provide security to the Company's satisfaction.
13.4 If the Company has good reason to believe that the Supplier will not fulfil its obligations, the Company has the right to suspend the fulfilment of its own obligations.
13.5 The Company may set off any amounts payable to the Supplier, or any companies associated with the Supplier, against any claims which the Company (or any party associated with the Company) has against the Supplier or any companies associated with the Supplier, irrespective of whether these amounts are due or not.

Clause 14. Invoicing

14.1 The invoices sent to the Company by the Supplier must meet the requirements established under or pursuant to the Turnover Tax Act [*Wet op de omzetbelasting*].
14.2 The invoices of the Supplier must be accompanied by purchase confirmations which have been signed for approval by a representative of the Company.
14.3 Invoices which do not meet the requirements set out in the previous paragraphs of this clause will not be processed or paid.

Clause 15. Return of goods

15.1 The Company is entitled to return goods which it has bought from the Supplier if, as a result of the Supplier's act or omission, the market conditions or the marketability of the goods have changed significantly from what they were at the time the agreement was entered into, in which case the Supplier shall credit and refund the price it originally charged to the Company for those goods.
15.2 The Company also has the right to return goods it has bought from the Supplier within twelve months after delivery has been made, without giving reasons, if the packaging or labelling of the goods is different from what is usual for the goods concerned (for example, special-offer batches), in which case the Supplier shall credit and refund the price it originally charged to the Company for those goods.

Clause 16. Warranty

16.1 The Supplier, in consultation with the Company, shall immediately repair any defects in the goods that are apparent upon delivery and if, in the Company's opinion, repair is not possible, replace the goods without prejudice to the Supplier's liability and the Company's other rights.
16.2 All the costs of repairing the defect or replacing the goods shall be paid by the Supplier.
16.3 If the Supplier does not repair the defect immediately or does so inadequately, or if the repair cannot be postponed, the Company may at the Supplier's expense do whatever is necessary itself or through another party. If the Company exercises this right, it must inform the Supplier accordingly in writing.
16.4 The Supplier's warranty obligations with respect to the goods shall continue to apply in full after the repair or replacement of the goods.
16.5 The Supplier indemnifies the Company against any and all claims, however named, made by third parties in respect of defects in the goods,.
16.6 If the Company makes a claim under the warranty referred to here, an independent expert's report about the relevant defects shall constitute conclusive evidence between the parties.

The report need not include any information about the identity of any clients of the Company or the location of the goods, and the Company is not obliged to disclose such information to the Supplier.

Clause 17. Liability

17.1 The Supplier shall be liable for any and all loss, damage and costs including trading loss, consequential loss and any other indirect loss (including loss of profit) resulting from defects in the goods supplied, or resulting from any other attributable or non-attributable failure in the performance on the part of the Supplier or any natural or juridical persons working for the Supplier or any persons who are directly or indirectly employed by any of these natural or juridical persons.

17.2 The Supplier indemnifies the Company against any and all third-party claims, however named, which the Supplier is liable for.

17.3 The Supplier shall insure its liability described in this clause for an adequate amount and shall allow the Company to inspect the documents relating to this insurance including the policy and proofs of payment of the premium.

17.4 The provisions of clause 16, paragraph 6 also apply, with the necessary changes.

Clause 18. Complete or partial termination

18.1 In the cases provided for by law, or if the Supplier fails to fulfil one or more of its obligations arising from the agreement, or fails to fulfil them in time or properly, or if there are serious doubts about whether the Supplier will be able to fulfil its contractual obligations to the Company, or in the event of the Supplier's insolvency, suspension of payments, complete or partial stoppage or shutdown, or its liquidation, or the transfer or encumbrance of the Supplier's business including the transfer or pledging of a significant part of its receivables, or if any items of property belonging to the Supplier are attached as security or seized in execution, the Company shall have the right to terminate the agreement partially or wholly without notice of default or judicial intervention being required by sending a written notice to the Supplier, all this without the Company being liable for any compensation and without prejudice to the Company's other rights.

18.2 If the agreement is dissolved and goods have already been delivered under the agreement, the Company shall have the right, at its discretion and without prejudice to any of its other rights, to keep the goods, subject to payment of the part of the price that relates to these goods, or to return the goods to the Supplier at the Supplier's risk and expense and claim back the payments already made for the goods.

18.3 Any claims which the Company may have or acquire as a result of the agreement being dissolved, including any claims for compensation of loss, damage and costs it has incurred, shall be immediately payable in full.

Clause 19. Subcontracting, transfer

19.1 Without the express prior consent of the Company, the Supplier may not subcontract the agreement or any part of it to third parties, or transfer its obligations under the agreement or a part of these obligations to third parties, nor may it use employees other than its own staff – such as, for example, employees who have been made available (seconded) – to perform the agreement.

The Company has the right to attach conditions to any consent it gives. Consent given by the Company does not release the Supplier from any obligation arising from the agreement concluded between the parties.

19.2 The Supplier shall compensate the Company for any and all loss and costs caused by non-compliance with the provisions of the preceding paragraph of this clause, and indemnify the Company against any claims in this respect made by third parties.

Clause 20. General

20.1 If any of the provisions of the agreement, which is understood to include the provisions of these General Terms and Conditions, is null or proves to be invalid or unenforceable, this will not affect the validity of the other provisions of the agreement. Parties shall consult with each other about provisions that are null, invalid or unenforceable in order to make an alternative arrangement.

20.2 If a competent authority determines that any provision of the agreement, which includes these General Terms and Conditions, violates any mandatory provision of law, the latter provision(s) shall be deemed to have replaced it.

Clause 21. Disputes; applicable law

21.1 The agreement and any agreements arising out of, resulting from or relating to it shall be governed by the laws of the Netherlands.

21.2 Any disputes in connection with the agreement or any agreements arising out of, resulting from or relating to the agreement shall, in the first instance, be submitted to the exclusive jurisdiction of the District Court in Haarlem unless the Company expressly chooses the court in whose jurisdiction the Supplier has its registered office to decide the dispute.

21.3. If, however, the Supplier is resident or has its principal place of business in a country outside the European Union with which the Netherlands has no convention for the enforcement of Dutch judgments, any disputes that arise in connection with the agreement and any agreements arising out of it shall, notwithstanding the preceding paragraph of this clause, be exclusively settled by arbitration under the Arbitration Rules of the Netherlands Arbitration Institute (NAI). In such cases, the arbitration will take place in Amsterdam and the proceedings will be conducted in the Dutch language. The arbitral tribunal will consist of one or three arbitrators at the option of the Company.

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT (BUSINESS TO BUSINESS)

Clause 1. Definitions

1.1 These General Terms and Conditions apply to all offers made by and agreements entered into with a Capi-Lux or (Tracks) Multitronics company belonging to the Capi-Lux Group, whose holding company is Koninklijke Capi-Lux Holding B.V. which has its registered office in Amsterdam (the Netherlands), or any of such company's legal successors or any juridical persons affiliated with them (hereinafter referred to jointly and severally as: the "Company"), relating to the supply of goods by the Company to the party to whom the offer is made or the other party to the agreement, respectively (hereinafter: the "Customer").

1.2 The applicability of the Customer's general terms and conditions is hereby expressly rejected.

1.3 Any provisions that vary from these General Terms and Conditions will only apply if and in so far as they are accepted by the Company in writing.

Clause 2. Offer

All offers made by the Company are without commitment even if the offer includes a term for acceptance, unless the contrary is expressly provided in writing.

Clause 3. Agreement

3.1 An agreement, which in this clause is understood to include any changes or additions made to the agreement, only becomes binding after it has been agreed in writing unless the Company has already commenced performance before that time.

3.2 An agreement is concluded in writing when the contract has been signed by the Company's Board of Management and by the Customer, or on the date on which the Company (by post or telefax) sends the written order confirmation, which must be signed by the Board of Management, or the invoice. Any promises made by or arrangements made with Company employees will not bind the Company unless they have been confirmed in writing by the Company's Board of Management.

3.3 The contract is a full and accurate representation of the agreement drawn up between the parties. The Company's order confirmation or invoice is considered to be an accurate reflection of the contents of the agreement unless the Customer objects to these contents immediately in writing, stating the reasons.

3.4 Minor variations within the customary bounds shall be permitted in the performance of the agreement.

3.5 Unilateral termination of the agreement by the Customer is invalid unless the Company agrees to such termination in writing.

Clause 4. Notices, data, statements, samples

Notices, data, statements and samples made or provided by the Company, in whatever form or of whatever nature, are only indicative and shall never bind the Company unless the agreement expressly provides the contrary.

Clause 5. Confidentiality

The Supplier shall maintain the confidentiality of any business information which relates to the Company and not disclose it to any third party; business information is to be interpreted in the broadest sense and includes any information which is disclosed to the Supplier by the Company or which comes to the Supplier's knowledge in the context of the agreement.

Clause 6. Prices

6.1 The prices quoted and/or agreed upon by the Company shall be exclusive of taxes – including Value Added Tax ("B.T.W.", Dutch VAT) – and levies, and shall be based on the terms and conditions (of delivery) stated in the following clauses.

6.2 If no Value Added Tax or other taxes or levies are due because the goods are destined for delivery within the European market, these taxes will nevertheless be charged, but will be credited if the Customer proves that a delivery of the sort referred to here has indeed taken place.

6.3 When the stated and/or agreed prices are based on the weight of the goods, the weight shall be determined by the weighing which the Company carries out before the delivery using calibrated weighing equipment. The Customer may, at its own initiative, witness the weighing as long as this does not delay the delivery.

6.4 The Company has the right to increase the quoted or agreed prices in the event of an increase in the price of items, raw materials or parts obtained from third parties or an increase in wages, national insurance contributions, freight, insurance premiums or other cost components (including fluctuations in foreign exchange rates) and charges (including import and transit duties).
If a price increase takes place within three months after the conclusion of the agreement, a Customer who is also a consumer shall be entitled to dissolve the agreement.

6.5 If the quoted or agreed prices are (partly) based on the refunding of levies and/or subsidies and these are not obtained for whatever reason, the Company may adjust its prices accordingly.

Clause 7. Delivery; term of delivery

7.1 Unless expressly otherwise agreed, delivery shall be made "Free CArrier" (FCA) from the premises of the Company. The interpretation of the terms and conditions of delivery shall be governed by the edition of the Incoterms issued by the International Chamber of Commerce that was the most recent at the time the agreement was entered into.

7.2 The delivery period shall commence on the latest of the following dates:
- the date on which the agreement is entered into;
- the date on which the Company has at its disposal all the documents, information, permits, exemptions, approvals, allocations, etc., required for the supply of the goods;
- the date on which the Company receives an advance payment or security deposit to which it is entitled under the agreement.

7.3 The delivery period shall be based on the circumstances that apply at the time the agreement is concluded and on the timely delivery of the materials and goods ordered by the Company for the execution of the agreement. If any delay arises as a result of changes in these circumstances or because materials and/or goods which have been ordered in time for the execution of the agreement are not delivered in time, the delivery period shall be extended

by a reasonable period taking all the circumstances into consideration.

7.4 The delivery date of the goods shall be the time at which the goods, disregarding minor items, are ready for shipment and the Company has informed the Customer accordingly, or the time at which the goods have left the premises of the Company to be forwarded to the Customer.

7.5 The Company shall at all times be entitled to make partial deliveries unless expressly agreed otherwise.

7.6 The delivery date is not of the essence unless expressly agreed otherwise. In the event of late delivery due to the fault of the Company, notice of default shall always be required. The Customer cannot derive any rights from late delivery due to the Company's fault if the delay does not exceed a period of three (3) months.

7.7 If the Company is in default with regard to the delivery date, the Customer's only remedy is to dissolve the agreement. In this case, advance payments will be refunded, however, without any compensation of interest.

Clause 8. Transportation

8.1 In all cases, irrespective of the terms and conditions of delivery agreed, the Company shall be entitled to transport the goods or cause them to be transported at the expense and risk of the Customer, including unloading, in a manner to be determined by the Company and using a mode of transport chosen by the Company.

8.2 The Company shall not be responsible for documents (or their use by the Customer) which are provided by the Company for the transport of the goods to the destination.

8.3 At the request of the Company, the Customer shall immediately provide all the necessary security for the documents which are required for the transport of the goods to the destination.

8.4 In the event that circumstances beyond the Company's control occur which make transport to or delivery at the agreed place impossible, or if the Customer does not take delivery of the goods, the Company shall have the right – at its option – to take the goods back or to store them or cause them to be stored at the expense and risk of the Customer. The costs of return shipment and storage shall be payable by the Customer, and the Customer shall furthermore be obliged to fulfil its obligations to the Company as if delivery has taken place. The Company and the Customer shall determine the costs referred to here in advance with a minimum of 15 per cent of the agreed price, without prejudice to the Company's right to compensation of the actual costs should these be higher.

Clause 9. Packaging

9.1 The Company will not take back single-use packaging. It is at the Company's discretion whether to take back multi-use packaging or not.

9.2 The Company is entitled to make a separate charge for multi-use packaging on the Customer invoice for the goods supplied.

9.3 In the case referred to in 9.2, the Company shall, soon after the Customer has returned the packaging at its expense, send the Customer a credit note for the invoiced amount, unless the returned packaging is in a worse condition than it was in at the time the Customer received it, in which case the credited amount will be reduced proportionately.

9.4 The Customer may not deduct the amount invoiced for the returned packaging – up to the credited amount – from the total amount that the Customer owes the Company unless and until the Customer has received the credit note.

9.5 Damage to goods caused by destruction of or damage to the packaging shall at all times be at the Customer's risk.

Clause 10. Risk; transfer of property

10.1 The Customer shall bear the risk of any direct or indirect damage that may be caused to the goods from the time they are deemed to have been delivered.
10.2 The Company shall retain ownership of all the goods delivered until the Customer has made full payment of everything it owes the Company for goods delivered or to be delivered to it by the Company under an agreement, or for failure to fulfil such an agreement.
10.3 The Customer shall store goods which are delivered under retention of title with due care and ensure that they are identifiable as the Company's property. The Customer shall also insure the goods against damage or loss from whatever cause during the period in which the Company retains title to the goods; the insurance policy must designate the Company as a (co-)insured having an independent right of action against the insurer(s), and the Customer must make the policy(ies) available for inspection to the Company upon request. At the Company's request, all claims of the Customer against the insurers pursuant to these insurances shall be assigned to the Company or a right of pledge be granted to the Company.
10.4 If the Customer fails to meet its obligations, the Company shall be entitled forthwith without prior notice of default being required, to repossess goods which have been delivered under retention of title and which are still at the Customer's premises. In so far as necessary, the Customer irrevocably authorises the Company to exercise this right of repossession.
10.5 In the event, and to the extent to which the Company has exercised the right of repossession referred to in the preceding sub-clause, the agreement shall be dissolved in whole or for a proportionate part without judicial intervention being required, and without prejudice to the Company's right to compensation of damage and costs. The Customer shall in this case be credited with the market value (which on no account can be higher than the original purchase price), reduced by the damage and costs incurred by the Company.
10.6 A Customer acting in a professional or business capacity shall, in the course of its business operations, be entitled to sell and deliver the goods delivered to it to third parties under retention of title. For sales such as these, the amount payable by the Customer to the Company for the goods resold by the Customer shall, if it is not already due and payable, become due and payable in full immediately.
10.7 The Customer shall always inform third parties of the Company's retention of title. The Customer is also obliged, at the Company's request, to inform the Company of the location of the goods and, if applicable, to whom they were sold.

Clause 11. Payment and set-off

11.1 Unless expressly agreed upon otherwise in writing, payment of the agreed price shall be made at the time the agreement is entered into.
11.2 All payments shall be made without any deduction or set-off in the currency stated on the invoice.
If the Customer believes it has a rightful claim on the Company with regard to the performance of the agreement, this will not release the Customer from its obligation to pay in the agreed manner.
11.3 If the Company has good reason to believe that the Customer will not fulfil its obligations, the Company shall have the right to require the Customer to provide an amount as security for its

payment obligations which the Company deems sufficient, before the Company commences or continues performance of the agreement.
The Company has the right to suspend performance of its obligations until the Customer has given such security.

11.4 If the Customer has not paid at the time or within the period specified in 11.1, it shall be in default by operation of law without prior notice of default being required, and shall owe statutory interest on the amount due and payable from the latest date on which payment should have been made, without prejudice to any other rights of the Company (including, specifically, the right to compensation of foreign exchange losses).

11.5 The Company has the right to offset any amounts which the Customer or any company affiliated with the Customer owes the Company (or any party affiliated with the Company), by any amounts which the Company owes the Customer or any company affiliated with it, regardless of whether these payments are due or not.

11.6 The Customer shall compensate the Company for any judicial or extrajudicial costs, including extrajudicial collection costs and costs of legal assistance which the Company incurs as a result of the Customer's non-fulfilment or late or inadequate fulfilment of its obligations. The Company and the Customer shall agree in advance that the costs of extrajudicial collection will be 15 per cent of the principal sum due, without prejudice to the right of the Company to compensation of the actual costs should these be higher.

Clause 12. Return shipments

It is not permitted to return goods supplied by the Company without the Company's prior written consent. Any return shipments shall always be at the expense and risk of the shipper.

Clause 13. Samples

The Customer has the right to request the Company to make samples of the goods available to it before delivery takes place. If the Customer does not do this, it shall be considered to have agreed to the quality and condition of the goods beforehand.

Clause 14. Returns and warranty

14.1 The Company will only accept claims for return that relate to the quantity, weight or specifications of the goods, or if the goods do not conform to the sample(s) made available by the Company.

14.2 The Customer must inspect the goods immediately upon delivery.

14.3 Claims for return concerning relevant defects that are apparent during the inspection of the goods, and claims for return in connection with the quantity, weight or specifications must be made in writing within twenty-four (24) hours of the delivery and include a full description of the alleged defects, in default of which any right to make a claim in these respects will lapse.

14.4 Claims for return relating to other relevant defects must be made in writing within 24 hours of their discovery and include a full description of the alleged defects. No claims in this respect can be made when three (3) months have passed after delivery.

14.5 Any claim made by the Customer with regard to delivered goods shall also be extinguished if:

a. the agreement concerns the delivery of used or damaged goods;
b. the goods have been processed or for some other reason are (no longer) identifiable as originating from the Company;
c. the defects were (partly) caused by normal wear and tear or by improper or incorrect

handling, use, storage or maintenance of the goods;

d. the Customer has not immediately given the Company the opportunity to investigate the claim for return and to fulfil its obligations;

e. the Customer has failed to comply with an obligation resting upon it or has failed to comply with it properly or in time.

14.6 In respect of parts or goods obtained from third parties that have not been processed by the Company, the Customer can only enforce rights against the Company to the extent to which the Company can, in turn, enforce rights against its supplier. In any such case, the Company will be discharged with respect to the Customer by assigning to the Customer the rights it has its against its supplier.

14.7 The Customer may not enforce any rights relating to defects against the Company if it can also enforce rights relating to these defects directly against the manufacturer.

14.8 Without prejudice to the provisions of the preceding sub-clauses, in the event of a timely and justified claim for return, the Company shall only be obliged, at its option, to repair the goods, to replace them or to credit the Customer for the defective goods. These General Terms and Conditions shall apply in full to replacements.

14.9 The technical specifications of the relevant brand of goods, and the catalogues, lists, dimensions and other information relating to the goods provided and/or used by the Company and the Company's suppliers have been drawn up by the Company and its suppliers in good faith, but nonetheless are only approximations or estimates.

14.10 The Company gives the Customer the same warranties in respect of the goods as are given by the Company's suppliers.

14.11 In respect of the "MiTone" brand, the Company gives the Customer the warranty stated on the www.capi.com and www.mitone.eu websites, or the warranty certificate provided with the goods in question.

14.12 If the Customer fails to meet or is late in meeting any of its obligations under the agreement, the Customer shall no longer be entitled to any warranty on the goods concerned.

Clause 15. Marketing materials

15.1 At the Customer's request, the Company may provide the Customer with marketing materials of the Company which, for the avoidance of any doubt, may include materials relating to MiTone.

If the Company distributes such marketing materials to the Customer, the Customer shall in all events act in accordance with this clause 15. In particular:

(i) The Customer shall adhere to all the instructions given by the Company with regard to the marketing materials;

(ii) At the Company's written request, the Customer shall immediately cease the use of the marketing materials;

(iii) The Customer shall use the marketing materials solely for its own use and not allow any third party to use the materials;

(iv) The Customer is not entitled to make copies of the marketing materials unless with the prior consent of the Company.

15.2 If the Customer uses the marketing materials in accordance with the terms of this clause 15 for a certain length of time, the Customer and the Company will discuss entering into a franchise agreement under which the Customer may become a franchisee of the Company. If such a franchise relationship is created, a franchise agreement shall be drawn up.

Clause 16. Liability

16.1 The Company's liability under the agreement shall be limited to the fulfilment of the obligations described in the agreement, in particular, the obligations described in the preceding clause.
16.2 The Company shall never be liable for trading loss, consequential loss or any other indirect loss.
16.3 Except in case of gross negligence or intent on its part, the Company shall never be liable for direct or indirect loss including trading loss which results from the infringement of any intellectual or industrial property right, licence or any other right of third parties.
16.4 If the Company is held liable by a third party for a loss for which the Company is not liable under these General Terms and Conditions or otherwise, then the Customer shall be obliged to indemnify the Company against such loss and liability and to compensate it for all damages, interest and costs incurred by the Company on this account.
16.5 The limitations and exclusions of liability and the indemnity stipulated by the Company for itself in the sub-clauses above are also stipulated for and on behalf of its employees, any other parties used by it in the context of the agreement, and for any parties from whom the Company obtains goods or parts supplied under the agreement.

Clause 17. Force majeure

17.1 In these terms and conditions, force majeure means any circumstance beyond the Company's control, even it was foreseeable when the agreement was entered into, which permanently or temporarily prevents fulfilment of the contract, including war, threat of war, civil war, riot, strike, lockout, transport restrictions, fire, weather conditions that prevent working and any other interruption of the operations of the Company or its suppliers, and default of the Company's suppliers.
17.2 If performance of the agreement is impeded due to force majeure, the Company shall have the right without judicial intervention either to suspend the execution of the agreement for a maximum of three (3) months or to wholly or partially dissolve the agreement, without the Company being obliged to pay any compensation.

Clause 18. (Anticipatory) breach

In the cases provided for by law, or in the event of the Customer's non-performance, defective performance or delay in performance of one or more of its obligations under the agreement, including the provisions of these General Terms and Conditions, or if there is serious doubt as to whether the Customer will be able to comply with its contractual obligations to the Company, or in the event of the Customer's insolvency, suspension of payments, complete or partial stoppage of work, liquidation or the transfer or encumbrance of its business, including the transfer or pledging of an important part of its accounts receivable, or if any items of property belonging to the Customer are seized by way of provisional seizure or in execution of judgment, the Company shall have the right, without notice of default or judicial intervention, either to suspend the execution of the agreement for a maximum of three (3) months or to partially or wholly dissolve the agreement, such without the Company being liable to any compensation or guarantee, and without prejudice to any of its other rights.

Clause 19. Suspension and dissolution; consequences

19.1 In the event that the Company suspends fulfilment of its obligations, it shall have the right or, at the end of the suspension period, shall be obliged to decide whether to perform the agreement or to wholly or partially dissolve it.

19.2 In case of suspension or dissolution pursuant to the provisions of the preceding sub-clause, the agreed price shall be due and payable forthwith under deduction of the costs saved by the Company because of the suspension.
In case of dissolution, the Customer shall furthermore be obliged, after payment of the amount that is due pursuant to the preceding sentence, to take possession of the goods to which the payment relates, failing which the Company shall have the right to cause the goods to be stored at the risk and expense of the Customer, or to sell them at the expense of the Customer.

19.3 In the event that the Customer returns the goods it has received from the Company after the agreement has been dissolved, the return shall at all times be at the risk and expense of the Customer until the Company has taken possession of the goods.

Clause 20. General

20.1 If any of the provisions of the agreement, including the provisions of these General Terms and Conditions, is null or proves to be legally invalid or unenforceable, this will not affect the validity of the other provisions of the agreement. Parties shall consult with each other about provisions that are null, invalid or unenforceable in order to make an alternative arrangement

20.2 If a competent authority determines that any provision of the agreement, including these General Terms and Conditions, violates any mandatory provision of law, the latter provision shall be deemed to have replaced it.

Clause 21. Disputes; applicable law

21.1 The agreement and any agreements arising out of, resulting from or relating to the agreement shall be governed by the laws of The Netherlands. The applicability of the provisions of the Vienna Sales Convention is excluded, as is the applicability of any other future international regulations on the purchase of movable and corporeal goods whose applicability may be excluded by parties.

21.2 Any disputes in connection with the agreement or any agreements arising out of, resulting from or relating to it shall, in the first instance, be submitted to the exclusive jurisdiction of the district court in Haarlem (The Netherlands) unless the Company expressly chooses the court in whose jurisdiction the Supplier has its residence or place of business to decide the matter.

21.3. If, however, the Customer is resident in or has its place of business in a country outside the EU with which the Netherlands have no convention for the enforcement of Dutch judgments, then, notwithstanding 21.2, all disputes relating to the agreement or any further agreements arising from it will be exclusively settled by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (NAI). In such cases, arbitration will take place in Amsterdam and the proceedings will be conducted in the Dutch language. The arbitral tribunal will be composed of one or three arbitrators at the discretion of the Company.

GENERAL TERMS AND CONDITIONS OF SALE (BUSINESS TO CONSUMER)

Clause 1. General

1.1 These General Terms and Conditions of Sale apply to all offers made by and agreements entered into with a Capi-Lux company or (Tracks) Multitronics company belonging to the Capi-Lux Group, whose holding company is Koninklijke Capi-Lux Holding B.V., having its registered office in Amsterdam (the Netherlands), or any of such company's legal successors or any enterprise affiliated with it or with these legal successors (hereinafter: "Capi-Lux") relating to the supply of products by Capi-Lux to the customer.

1.2 The applicability of any general terms and conditions of the customer is expressly rejected by Capi-Lux.

1.3 Variations from and/or supplements to these General Terms and Conditions shall only apply if they have been agreed in writing.

1.4 Visitors to branches of Capi-Lux are made aware of the existence of the Capi-Lux General Terms and Conditions.

1.5. Copies of the General Terms and Conditions are available from the website www.capi.com and will be sent to the customer free of charge on request. The General Terms and Conditions have been filed with the Chamber of Commerce and Industry in Amsterdam, where they are available for inspection.

1.6 Capi-Lux reserves the right to amend and/or supplement these General Terms and Conditions from time to time.

1.7. The version of the General Terms and Conditions of Sale which is valid at the time the purchase agreement is entered into shall always apply.

1.8. If any provision of the General Terms and Conditions of Sale is null or proves to be invalid or unenforceable, the remaining provisions shall remain in force. In such cases, Capi-Lux and the customer will consult together in order to agree a new provision which will replace the original provision and which reflects the object and purpose of the null, invalid or unenforceable provision as much as possible.

Clause 2. Definitions and applicability

In these General Terms and Conditions of Sale, the following definitions apply:

a. **Customer:**
Any natural person not acting in a professional or business capacity with whom Capi-Lux concludes an agreement or is conducting negotiations about an agreement.

b. **Agreement:**
Any agreement made between Capi-Lux and the customer, and any amendments or supplements to the agreement.

c. **General Terms and Conditions of Sale:**
These Capi-Lux General Terms and Conditions of Sale.

d. **Till receipt:**
The original till receipt from Capi-Lux given to the customer upon a purchase. In certain cases Capi-Lux may, in lieu of a till receipt, accept a bank statement or a statement from a credit card company which shows where, when and at what price a particular product was purchased. Any other legally permitted method of proving where, when and at what price a certain product was purchased is also acceptable.

e. **Non-conformance:**
A product is non-conformant (i.e., defective) if it does not possess or no longer possesses the characteristics the buyer is entitled to expect under the purchase agreement. After the statutory and manufacturer's warranty periods, it is up to the buyer to provide proof of non-conformance; the buyer must also prove that the product was used in a normal way. Non-conformance can never be caused by normal wear and tear or external factors.

f. **Period of liability:**
The period of liability is understood to mean the lifespan of the product.

g. **Force majeure:**
Includes, in addition to the types of events contemplated by statutory and case law, all external causes, whether foreseen or unforeseen, which are outside the control of Capi-Lux, but as a result of which Capi-Lux cannot reasonably be required to fulfil its obligations.

Clause 3. Prices

3.1. All prices are subject to printing and typographical errors. No rights can be derived from printing or typographical errors.

3.2. Prices are given in euros unless otherwise stated.

3.3. Prices include fixed waste-disposal charges, if applicable, or any other charges.

Clause 4. Retention of title

Capi-Lux will retain title to all products which it supplies until all its claims against the customer relating to products supplied or to be supplied by it to the customer under an agreement, or relating to the customer's failure to perform such agreement(s) have been settled in full.

Clause 5. Payment

5.1 The customer shall make full payment of the purchase amount at the relevant branch immediately after the agreement has been concluded.

5.2 Payment must be made in cash or by means of a debit or credit card. Payment by credit card without a chip/PIN code is only permitted if the customer provides valid proof of identity.

Clause 6. Supply, delivery, damage on delivery

6.1 Unless otherwise agreed, products will be supplied at one of the branches of Capi-Lux.

6.2 For a number of products selected by Capi-Lux, the customer can make use of the Home Delivery service if they wish. Capi-Lux may charge the customer for delivering products. The amount of delivery charges will depend, among other things, on the distance between the Cap-Lux branch where the product is purchased and the delivery address, and the number of products to be delivered. The Capi-Lux sales assistant will provide the customer with precise information about the delivery charges when drawing up the purchase agreement/invoice.

6.3 Before any home delivery is made, the customer is expected to check the details on the purchase invoice and the Home Delivery document (name, address, postcode, place of residence and telephone number).

6.4 The place of the home delivery shall be the address provided to Capi-Lux by the customer. If the customer makes use of the Home Delivery service, delivery shall be deemed to take place at the time of delivery at the agreed location.

6.5 Capi-Lux will process orders it has accepted for home delivery with all due speed.

6.6 The risk of damaged or lost products lies with Capi-Lux until the time of delivery to the customer or a representative appointed by the customer and notified to Capi-Lux in advance, unless expressly agreed otherwise.

6.7 Capi-Lux advises the customer to check, immediately upon delivery, if the products are the correct ones, are complete and if they show any external damage. This will enable Capi-Lux to quickly provide a supplementary or replacement delivery if the delivery is incomplete or incorrect or if the products are damaged.

6.8 The customer shall provide all assistance required in connection with the investigation of any damage claims, which includes giving Capi-Lux the opportunity to carry out an inspection of the circumstances of the use and/or installation of the products.

Clause 7. Return of purchased products

7.1 A product purchased from Capi-Lux may be returned within eight days of the purchase, in which case the purchase price will be refunded. Capi-Lux shall only be obliged to refund the purchase price if the customer requests the refund or

an exchange within eight days of the purchase and if the product is undamaged, and if the following conditions are also met:

a. The customer must present the original till receipt at the same time.
b. The product must be packed in the original packaging, unopened, complete and undamaged.
c. The product must not have been used.
d. In the case of a CD, CD-ROM, DVD, Blu-ray or other sealed item, the seal must not have been broken.

7.2. Capi-Lux will not accept returns of the following products (among others):

a. products which have been registered (by the customer) (for example: SIM cards);
b. phone cards;
c. gift cards;
d. products which have been used;
e. (personal) care products and batteries.

Clause 8. Warranty

8.1 Capi-Lux complies with all the mandatory legal requirements that apply to warranties in the Netherlands.

8.2 Capi-Lux warrants that the products sold by it are free from design, materials and manufacturing defects for a period of 2 (two) years from delivery, unless otherwise agreed or if a longer manufacturer's warranty applies.

8.3 The customer may invoke the warranty with Capi-Lux provided the product was bought from one of Capi-Lux's worldwide branches.

8.4 The warranty term commences at the time of delivery. The till receipt serves as proof of warranty.

8.5 The warranty shall not apply if an investigation, as referred to in clause 6.8, reveals that the defect was caused by illegal or incorrect installation of software.

8.6 Maintenance, modification or repair of products and software supplied by Capi-Lux which has not been performed by Capi-Lux, or usage other than as prescribed or not in accordance with generally accepted standards, or usage of consumer electronics for professional purposes and/or defects caused by disassembly, or defects due to external causes which are not attributable to Capi-Lux shall render any warranty null and void.

8.7. If the type or serial number of the product has been removed or altered, all warranty claims shall lapse.

8.8. The following (among other things) are excluded from warranty cover:

a. regular maintenance or repair or replacement of parts due to normal wear and tear;
b. consumables supplied along with the item such as cells and batteries;

c. damage or loss relating to software, data or storage media;
d. damage caused by inadequate maintenance, repair or installation;
e. damage relating to the circumstance that the product was not installed or used in accordance with the applicable technical standards or safety standards (or the instructions for installation and use);
f. damage resulting from accident, lightning strike, fall, impact, sand, flood, fire, inadequate ventilation or any other cause beyond the control of Capi-Lux;
g. damage caused by deficiencies in software;
h. damage relating to misuse, negligence or commercial use on the part of the customer.

Clause 9. Faulty products

9.1 Faulty products may be returned to a Capi-Lux branch anywhere in the world, on condition that the product was purchased from one of Capi-Lux's worldwide branches.

9.2 If a faulty product has not yet been returned in the manner indicated in 9.1, Capi-Lux will not make any statement about whether the defect is due to non-conformance.

9.3. Capi-Lux will send all faulty products presented to it to a service centre authorised by the supplier or manufacturer. It is only after the product has been accepted and examined by a technical expert that the cause of the defect can be established (non-conformance or otherwise).

9.4 If the defect is due to non-conformance, Capi-Lux undertakes to repair the product free of charge or exchange it during the defects liability period.

9.5 Capi-Lux gives three months warranty on repairs, unless otherwise stated on the repair ticket.

9.6 Data or software stored on the product may be lost during repair. Capi-Lux is not obliged to secure any data or software on the product and has no liability in this respect. The customer him/herself must ensure that such files have been carefully secured before the start of the repair. The customer is also personally responsible and liable for restoring these files after the repair.

9.7 If the costs of a repair are payable by the customer, the product(s) will only be returned to the customer after he/she has paid the total amount due.

9.8. Repaired products will only be returned upon presentation of the original repair receipt from Capi-Lux.

9.9 Capi-Lux is not obliged to check whether the person who collects the product(s) presenting the original repair receipt from Capi-Lux is the lawful owner.

9.10 If the original repair receipt is lost, Capi-Lux will only hand over the products, whether repaired or not, upon presentation of valid proof of identity in the

name of the person who submitted the product for repair according to Capi-Lux's records. The person collecting the product must sign for receipt.

Clause 10. Liability and indemnity

10.1 Indirect loss, consequential loss, trading loss, loss due to delay, loss of income, intangible loss, personal injury or loss caused by loss of data is excluded from compensation, unless this should contravene mandatory provisions of law.

10.2 Capi-Lux shall never be liable for more than the amount of the purchase price of the product that caused the loss, in so far as this does not conflict with mandatory provisions of law. Where this limitation is not valid in law, Capi-Lux's liability shall always be limited to the amount paid out by the liability insurer of Capi-Lux in any particular case, always provided that this does not conflict with mandatory provisions of law.

10.3 The right to compensation shall lapse if the loss is not notified within a reasonable period of time after discovery.

10.4 Capi-Lux shall not be liable for any damage or loss that occurs during transport of products by the customer him/herself.

10.5 Capi-Lux shall not be liable for any damage or loss resulting from abnormal use of the products(s) and shall treat such damage or loss as having been caused by external influences.

10.6 In case of a claim for compensation, the customer shall enable Capi-Lux to conduct an investigation and, if necessary, bring in external experts. The customer shall do everything they can to limit the damage or loss as much as possible.

10.7 Capi-Lux shall at all times be entitled to bring in suppliers or other parties which are involved in a claim for compensation and to recover losses suffered by its customers from those suppliers or other parties (third-party practice).

10.8 The limitations and/or exclusions of liability stipulated for Capi-Lux itself in the paragraphs above are also stipulated for and on behalf of its employees, any other parties used by Capi-Lux in the context of the agreement, and for any parties from whom it buys the products and/or parts supplied.

Clause 11. Applicable law and disputes

11.1 The agreement and any agreements arising out of, resulting from or relating to it shall be governed by the laws of the Netherlands. The applicability of the Vienna Sales Convention is excluded.

11.2 Any disputes in connection with the agreement or any agreements arising out of, resulting from or relating to the agreement shall, in the first instance, be submitted to the exclusive jurisdiction of the District Court in Haarlem, the Netherlands, unless the Company expressly chooses the court in whose

jurisdiction the Supplier has its residence or principal place of business to decide the dispute.

11.3 If, however, the customer is resident or has its principal place of business in a country outside the European Union with which the Netherlands has no convention for the enforcement of Dutch judgments, then, in derogation of the preceding paragraph, any disputes that arise in connection with the agreement or any agreements arising out of it shall be exclusively settled by arbitration under the Arbitration Rules of the Netherlands Arbitration Institute (NAI).
In such a case, arbitration will take place in Amsterdam and the proceedings will be conducted in the Dutch language. The arbitral tribunal will consist of one or three arbitrators at the option of the Company.