

General Terms and Conditions of Mobifox B.V.

1. Definitions and Applicability

1.1 In these general terms and conditions for sales, delivery and services, hereinafter referred to as: Conditions, the following definitions apply: a. Provider: The company Mobifox BV; registered office at Garnizoenstraat 3, 5363VX in Velp. Chamber of Commerce number 27329778. b. Customer: Any natural person or legal entity with whom the Provider enters into an Agreement, or to whom the Provider makes an offer. c. Product: That which is sold by the Provider to the Customer and is therefore subject to these Conditions. d. Agreement: Any agreement that is concluded between the Provider and the Customer, any amendment or addition thereto, as well as all (legal) acts in preparation for and for the implementation of that agreement.

1.2 The Conditions are part of all Agreements and apply to all legal acts and (other) acts of the Provider and the Customer.

1.3 Deviations and/or additions to any provision in an Agreement and/or the Terms and Conditions only apply if agreed in writing and relate exclusively to the relevant Agreement.

1.4 The applicability of general and/or special Terms and Conditions of the Customer is excluded, unless the Provider has accepted the applicability of such Terms and Conditions.

1.5 If the Provider does not always require strict compliance with these Terms and Conditions, this does not mean that the provisions thereof are not applicable, or that the Provider would in any way lose the right to demand strict compliance with the provisions of these Terms and Conditions in other cases. desire.

1.6 The nullity or ineffectiveness of one of the provisions of these Conditions does not affect the validity of the other provisions.

1.7 In the event that one or more provisions are void, voidable or non-binding, they will be deemed to have been converted into provisions that are valid and that most closely approximate the content and purport of the void or non-binding provisions.

2. Quotations and Offers

2.1 Each quotation or offer contains a complete and accurate description of what is offered. The description is sufficiently detailed to enable a proper assessment of the offer by the Customer. Obvious mistakes or errors in the offer do not bind the Provider.

2.2 The prices stated in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel, accommodation, shipping and administration costs, unless stated otherwise.

2.3 A composite quotation does not oblige the Provider to perform part of the Agreement against a corresponding part of the quoted price.

2.4 All quotations and offers from the Provider are without obligation. No rights can be derived in any way from a quotation or offer. Quotations and offers are subject to the possibility of interim changes in price and composition and are not automatically valid for future Agreements.

3. Obligations of the Customer

3.1 The Customer must provide all information required for the performance of the Agreement correctly and on time.

3.2 The Customer is responsible for complying with all precautions, whether legal or not, at the location where the Product is used, regardless of whether the Product is operational at that time. This also includes measures for fire safety, as well as providing for the safety of any persons on board.

4. Establishment and Execution of the Agreement

4.1 The Agreement is concluded at the moment of acceptance of the offer by the Customer and the fulfillment of the conditions set by the Provider. Upon entering into the Agreement, the Customer is deemed to have taken note of these Conditions and to have accepted these Conditions.

4.2 The Provider has the best efforts obligation to deliver the desired Product based on the wishes of the Customer.

4.3 The Provider cannot be held responsible for damage, of any nature whatsoever, if the Provider has assumed incorrect or incomplete information provided by the Customer.

4.4 The Provider reserves the right to refuse Agreements without stating reasons.

4.5 The Provider guarantees that the delivered Product complies with the Agreement and meets the specifications stated in the offer.

4.6 In the case of an online purchase, the Customer is granted a cooling-off period of 7 days on the basis of the Right of Withdrawal. The Customer can hereby return the Product in undamaged and original condition, in the original packaging, at its own (shipping) costs.

4.7 If a term has been agreed or specified for the performance of certain activities or for the delivery of certain goods, then this is never a deadline. If a term is exceeded, the Customer must therefore give the Provider written notice of default. The Provider must be offered a reasonable period of time to still implement the Agreement.

4.8 The Provider will perform the Agreement to the best of its knowledge and ability. All this on the basis of the state of the art known at that time. The Provider has the right to have certain activities performed by third parties.

5. Amendment of the Agreement

5.1 If the Customer or the Provider submits a request for amendment, for example for the purpose of proper performance of the Agreement, the parties will discuss any adjustment to the Agreement, including any additional or reduced costs. The Provider is not obliged to accept a request from the Customer. The Customer accepts the possibility of amending the Agreement if this benefits the performance of the Agreement from a qualitative and/or quantitative point of view.

6. Rates and Payment Terms

6.1 All stated prices are expressed in euros. This also applies to sales tax and other government levies, shipping costs, unless stated otherwise.

6.2 Payment must always be made within 14

days after delivery, in a manner to be indicated by the Supplier, in the currency in which the invoice is made, unless stated otherwise. The Provider may require a down payment for an order, depending on the nature and scope of the delivery.

6.3 If the Customer fails to pay an invoice on time, the Customer is legally in default. The Customer then owes interest of 2.5% per month on the outstanding amount, part of a month being counted as a whole month. The interest on the due and payable amount will be calculated from the moment that the Customer is in default until the moment of payment of the full amount due.

6.4 If the Customer is in default or in default in the (timely) fulfillment of its obligations, then all reasonable costs incurred in obtaining payment, out of court, will be borne by the Customer. Any judicial and execution costs incurred will in this case also be recovered from the Customer.

6.5 The Customer is never entitled to set off the goods owed to it by the Supplier. Objections to the amount of an invoice do not suspend the payment obligation.

6.6 The annual subscriptions are invoiced prior to the service year in the month of the initial delivery by direct debit, unless agreed otherwise.

7. Delivery and Passing of Risk

7.1 Specified delivery times in offers and confirmations or Agreements are only indicative and are therefore not binding on the Provider.

7.2 The Customer cannot claim compensation or (partial) dissolution of the Agreement if the delivery time has been exceeded, unless the delay is due to gross negligence or negligence on the part of the Provider.

7.3 The risk of loss, damage or depreciation of the delivered goods passes to the Customer at the moment that the delivered goods are brought under the control of the Customer.

7.4 Delivery is carriage paid upon purchase of at least 10 terminals per order. For fewer than 10 terminals, handling and transport costs are charged at € 25, unless agreed otherwise.

8. Warranty & Returns

8.1 The Supplier gives a 12-month warranty on the Products with regard to manufacturing defects. No warranty is given on the accuracy of the operation of the Product, as long as this does not deviate too much from compliance with the European standards and requirements that are customary by law.

8.2 If a Product qualifies for repair or exchange, the Customer reserves the right to provide the relevant Product with a clear description of the complaint and to send it to the Provider at its own expense.

8.3 Ineligible for warranty is a Product that has been used or maintained incorrectly, or where the defect is otherwise attributable to the end user or the Customer.

8.4 The Customer is responsible for ensuring that the Product is complete, undamaged and delivered in accordance with the Agreement upon delivery. A Product will only be returned if prior consultation has taken place with an authorized employee of the Provider and the Customer can demonstrate that the Product was not delivered in accordance with the Agreement.

8.5 A return shipment without the explicit consent of the Provider can be stored or refused at the expense of the Customer. In this case, the Provider reserves the right to recover the transport costs from the Customer.

8.6 In the event of a difference of opinion about whether or not the product functions properly, the opinion of the Provider will be decisive. On the entry into force of the warranty, a replacement product will be delivered.

8.7 Damage to the equipment due to moisture or water is not covered by the warranty. In the event of a difference of opinion about moisture damage, the Provider will examine the equipment and demonstrate that there is moisture damage.

9. Liability and Indemnifications

9.1 The Provider accepts no liability for any damage suffered by the Customer, direct or indirect and/or consequential damage, environmental, commercial and immaterial

damage, or caused by non-performance or late performance of the Agreement, or incorrect advice, unless the damage is due to gross negligence or negligence on the part of the Provider.

9.2 The Provider is not liable for damage caused in the private sphere that falls below the threshold amount of 500 euros (in words: five hundred euros).

9.3 Claims for damages must be filed within 1 year after the Customer knew, or could have known, that he suffered damage from the Product.

9.4 The Provider is never liable for damage caused by incorrect use of the Product, or not using/application of the Product in accordance with the instructions for use, or use of the Product at a location where this is not permitted.

9.5 If the Provider should be liable, the liability is limited to the amount of the Agreement to which the liability applies.

9.6 The Provider's liability is in any case always limited to the amount of the payment from its insurer in a given case.

9.7 The Customer indemnifies the Provider against all possible claims from third parties that are directly or indirectly related to the performance of the Agreement. The Provider is only liable for direct damage and never for indirect damage, including consequential damage, lost profit and missed savings.

9.8 The Provider is not responsible for the use of non-certified equipment. The Provider is also not responsible for "explosion proof" certification of the equipment offered, as prescribed in the ATEX guidelines, among other things. The Mobifox solutions are not ATEX, KIWA and TUV approved or certified.

9.9 The Provider is not responsible for consequences or consequential damage caused by false alarm reports.

10. Force majeure

10.1 The Provider is not obliged to fulfill any obligation towards the Customer if the Provider is hindered as a result of a circumstance that

cannot be attributed to its fault. In the event of force majeure on the part of the Provider, the Customer is not entitled to any compensation, even if the Provider obtained any advantage as a result of the force majeure.

10.2 Force majeure is understood to mean any circumstance beyond the control of the Provider, which prevents the fulfillment of its obligations towards the Customer in whole or in part or as a result of which the fulfillment of its obligations cannot reasonably be expected from the Provider, regardless of whether that circumstance was also foreseeable at the time of concluding the Agreement. These circumstances also include measures taken by any government agency.

11 Intellectual Property and Retention of Title

11.1 Without prejudice to the other provisions of these Terms and Conditions, the Provider reserves the rights and powers that accrue to the Provider under copyright law.

11.2 The intellectual property, source code and design of all Mobifox services lies with Mobifox. Customer shall use the hardware and software only for the services defined in this agreement.

11.3 All information provided, including internet publications, remains the intellectual property of the Provider.

11.4 All goods delivered by the Provider remain the property of the Provider until the Customer has fulfilled all the following obligations under all Agreements concluded with the Provider.

11.5 As long as the ownership of the delivered goods has not yet passed to the Customer, the Customer may not transfer ownership or security of the Product or grant any other right to the Product to a third party.

12. Protection of personal data

12.1 The Provider is familiar with the applicable legislation of the Personal Data Protection Act (Wbp). The Provider adheres to the confidentiality obligation regarding the provision of Personal Data.

12.2 Personal data will never be used for purposes other than necessary in the context of the conclusion of the Agreement, unless the law prescribes otherwise.

13. Complaint

13.1 The Provider attaches great importance to the successful performance of the Agreement. If a shortcoming is nevertheless found, this can be addressed to the Provider in writing or by email within 5 working days after discovery, so that the Provider is given the opportunity to find a suitable solution. To a No rights can be derived from a submitted complaint or point for improvement.

14. Suspension and Dissolution

14.1 If the Customer fails to fulfill its obligations towards the Provider or does not do so on time, the Customer is in default by operation of law. The Provider then has the right to suspend or dissolve the Agreement in part or in full.

14.2 The Customer has no right to terminate the Agreement if it is in default itself. If the Customer is of the opinion that the Provider is in default, it will give the Provider a reasonable period of time to still fulfill its obligations.

14.3 The Customer cannot claim compensation or (partial) dissolution of the Agreement if the Customer is of the opinion that the Provider is in default, unless this is due to gross negligence or negligence on the part of the Provider.

14.4 In the event of liquidation, attachment against the Client or any other circumstance as a result of which the Client can no longer freely dispose of its assets, the Provider is free to terminate the Agreement immediately and with immediate effect or to terminate the Agreement. without any obligation on its part to pay any damages or compensation. Any outstanding claims against the Customer hereby become immediately due and payable.

15. Governing Law and Disputes

15.1 All legal relationships to which the Provider is a party are governed exclusively by Dutch law, even if the Client resides or is established abroad.

15.2 The parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation. If it proves impossible to resolve a dispute mutually, the court of The Hague has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise.

16. Term Agreement

16.1 The term of the subscriptions associated with a terminal is one year. Subscriptions can be canceled annually. Costs already paid for the current year cannot be reclaimed. After one year, the subscriptions of the terminals are tacitly extended by one year.

17. Services

17.1 Service questions can be asked by email. The email address is: support@mobifox.nl. Mobifox offers a service level based on best effort.

18. GSM coverage

18.1 The Provider's services may use the mobile GSM/GPRS network. The Provider is not responsible for the unavailability of the GSM signal on site.

19. Foreign use

19.1 The Provider's services may use a mobile GSM/GPRS subscription. This subscription is intended for use in the Netherlands, unless stated otherwise. When using the equipment abroad, the Customer will inform the Provider about this almost immediately. Any additional costs for foreign GSM use (roaming costs) will be recovered from the Customer.