

1. General Terms and Conditions of BIS Bedrijfs Informatie Systemen B.V.

Article 1: General

- 1.1 Unless otherwise expressly agreed, these terms and conditions apply to every (legal) relationship between BIS Bedrijfs Informatie Systemen B.V. (hereinafter referred to as: “BIS”) and the customer. Deviations must be expressly agreed in writing.
- 1.2 The “customer” is understood to mean any (legal) person that concludes, or wishes to conclude, a contract with BIS. The “contract” is likewise understood to mean any (legal) act in preparation or implementation of said contract.
- 1.3 The applicability of the customer’s general terms and conditions is expressly excluded, unless otherwise agreed and confirmed in writing by the parties concerned.

Article 2 Offers and contracts

- 2.1 All offers made by BIS are without obligation. Furthermore, all offers may be withdrawn regardless of whether they include a deadline for acceptance.
- 2.2 All offers made by BIS are valid up to and including 30 days after the date of the offer.
- 2.3 All verbal additions, undertakings or changes are binding only if agreed by an authorised person within BIS.
- 2.4 Agreement with the offer (either electronically or by e-mail) means the customer is making an order with BIS, while at the same time confirming agreement to these general terms and conditions of BIS.
- 2.5 BIS is at all times entitled, prior to providing (further) goods or services, to demand that the customer provide assurance that the latter will meet payment as well as other obligations.

Article 3 Prices

- 3.1 A contract is concluded at the prices calculated in the offer and approved by the customer.
- 3.2 All prices are in Euros and exclusive of statutory VAT, transport costs, parking costs, subsistence costs and other costs associated with the supply and project implementation, as well as any government levies or fees.
- 3.3 Unless otherwise agreed, prices are based on delivery ex-warehouse/storage.
- 3.4 No rights can be derived by the customer from the conditions stated in price lists or other documentation, prices and specifications of BIS equipment, transport and montage services. These may likewise be changed by BIS without prior notice.
- 3.5 If the project assigned to BIS covers several rooms, the installation price offered is conditional on the work being able to be carried out in succession and consecutively. In case the work must be interrupted, for reasons other than those caused by BIS, the extra time and work are charged to the customer as additional work.
- 3.6 The customer shall be notified immediately (verbally and subsequently by e-mail) of any additional work or waiting times that occur on site due to problems with the network, the customer’s equipment or the absence of/substantial delays in interim (IT) support pre-arranged by the customer and which is not covered by the offer and is carried out as additional work after approval by the customer.
- 3.7 The costs of small items are calculated retrospectively. This also applies to small items in projects for which a fixed price is agreed.

3.8 Under or over supply is calculated:

- in the event the contract or terms and conditions of implementation are changed;
- in the event that there are variations between the provisional sums and the billable and estimated quantities.

3.9 If the contract variation results in less work being carried out, BIS is entitled to a sum equivalent to 10% of the difference between the totals.

Article 4 Supply/delivery, carrying out work/providing services

- 4.1 The delivery date for goods/work/services is determined in consultation with the customer and is also dependent on the facilities to be completed and the products to be supplied by third parties.
- 4.2 The supply/delivery date specified by BIS is not a final deadline. If one delivery date is missed, this does not constitute neglect and may not at any time justify cancellation of the order by the customer.
- 4.3 BIS shall as far as possible comply with the delivery date. Failure to supply by the delivery date does not entitle the customer to any claim for damages.
- 4.4 If a delivery date is not expressly agreed, a reasonable delivery date shall apply, calculated from the point in time at which the contract was agreed.
- 4.5 BIS is at all times entitled to make part deliveries and to invoice said part performances separately.
- 4.6 In all cases, goods supplied are dispatched and/or transported at the customer's risk and expense. BIS shall select the means of transport.
- 4.7 If special transport proves necessary, the customer must consider extra transport costs, which will be charged to the customer based on subsequent calculation. The amount of these costs depends on the situation, the amount, etc. If the customer wants, these costs can be definitively determined after the preliminary research by the project manager.
- 4.8 If the start of implementation of the project is delayed at the customer's request, BIS reserves the right to deliver the goods ordered to the customer in full or in part.
- 4.9 If the customer does not accept goods to be delivered or work/services to be carried out in time or in the correct way, he shall be deemed neglectful without proof of default and BIS shall be entitled in all cases to invoice the agreed cost. BIS is also entitled to store the goods to be supplied at the customer's risk and expense.
- 4.10 Goods become the risk of the customer as soon as the goods come within his or his agents' actual power to dispose of them.

Article 5 Returns, complaints, guarantee and cancellation

- 5.1 In the event of cancellation by the customer, BIS reserves the right to charge cancellation costs up to 15% of the order value. In those cases that BIS incurred costs in the development of the cancelled order, exceeding 15% of the order value, BIS also maintains the right to charge these "additional costs" to the customer.
- 5.2 Orders for customised items such as furniture, cases and specific constructions cannot be cancelled. Supplied custom work and projection screens cannot be returned.

- 5.3 BIS is not obliged to accept returns from customers without the prior written consent of BIS, which will only be provided if the RMA procedure has been followed. The customer bears the risk for returned articles until they have been credited by BIS. Any credit payment will be paid following a deduction of 15% of the cost of the returned article, with a minimum cost of EUR 25. Freight costs charged on the original delivery are herewith excluded.
- 5.4 Complaints must be made in writing within 48 hours of receipt of the goods supplied or relevant work/services being carried out. In the event of failure to do so, the quantity and quality shall be deemed to have been accepted by the customer.
- 5.5 In the event that damaged goods are received, this should be recorded directly on the carrier's checklist, otherwise the right to claim shall lapse.
- 5.6 If a timely complaint is made in accordance with these terms and conditions, and BIS reasonably considers there is sufficient evidence that the goods or works/services are not fit for the purpose they were supplied, BIS shall have the option of either re-supplying the goods or work/services not fit for purpose free of charge or to grant a price reduction.
- 5.7 By providing one of the services referred to in Article 5.6, BIS shall be deemed to have fully met its obligations under the guarantee and shall not be held to any further claim for damages. Replaced goods or parts become the property of BIS.
- 5.8 Any legal claim arising from this article shall lapse in any case three months after receipt of the goods or supply of the relevant work/services.
- 5.9 The manufacturer guarantee is at least 1 year for all equipment, unless otherwise decided by the manufacturers; for example, the customary time for external power supplies, adapters and batteries is usually 6 months. Projection lamps, filters, batteries, etc. are not included.
- 5.10 If there are partial deliveries of the work, the guarantee periods start at the delivery of these parts.
- 5.11 In those cases that the manufacturer excludes (extended) guarantee on certain components, BIS follows the guidelines of the manufacturer and will not provide a guarantee for these components.
- 5.12 BIS provides a guarantee of one year on installation activities provided by BIS (electrical installations, assembly, cabling and connection points).
- 5.13 The guarantee is only valid for use during work as intended by the order; the guarantee shall only apply for normal use unless otherwise agreed.
- 5.14 The guarantee is valid only under normal conditions. This is understood to include following: ensuring that there is sufficient humidity in the atmosphere, not exposing equipment to high levels of humidity or dryness, cold, heat, etc.
- 5.15 There is no guarantee for glass, discolouring of wood and minor colour deviations of wood and other materials.
- 5.16 Subject to the prior written consent of BIS, the customer is not permitted to carry out repairs to the equipment delivered or to have them carried out by third parties, unless they are carried out by a service partner authorised by the manufacturer.
- 5.17 If a room in which the work is installed is commissioned before the first delivery, this happens entirely at the risk of the customer.

Article 6 Project implementation on site

- 6.1 In the event of a complex project implementation (BIS ID, VC and AV), a specific fact-finding mission shall take place, during which a knowledgeable and competent person shall be present on behalf of the customer.
- 6.2 The dates on which the implementation activities will take place are decided upon in discussion with BIS and the customer.
- 6.3 In the event that the customer wishes to change the agreed date for implementing the project, BIS should be made aware of this in writing 48 hours at the latest prior to the previously agreed installation date. This also applies if the electrical and architectural facilities indicated cannot be completed in time (in whole or in part) by the customer.
- 6.4 In the event that the customer fails to notify BIS in accordance with Article 6.3, BIS may carry out the work without interruption and 40% of the installation costs shall be passed on to the customer.
- 6.5 For the placement of LCD/LED flat panel displays with a screen diagonal of 75 inch (191 cm) or more above the ground floor, the customer must provide a (goods) lift for vertical transport. The minimum dimensions of the lift depend on the type and brand of the displays that are to be transported. That is why it is necessary to discuss the necessary dimensions and carrying capacity with the BIS project manager beforehand. Additionally, the customer must ensure properly accessible (even) floors for horizontal transport.
- 6.6 If there are insufficient means, the additional help for moving those components that cannot be handled by BIS herself, as well as the applicable lifting and/or hoisting equipment and hoists, will be charged to the customer based on subsequent calculation.
- 6.7 Installation efforts, including starting and end times, will be accurately recorded on a work order and reviewed and signed on behalf of the customer by an authorised person.
- 6.8 The customer gives BIS the opportunity to carry out the work/services, stipulating that the customer shall ensure that:
 - access is available to the place where the work/services are carried out;
 - the agreed electrical and architectural facilities have been completed. BIS assumes that any 230-Volt facilities and building work, including laying pipelines and cable ducts, will be carried out by the customer or by third parties on their instructions;
 - BIS has the facilities needed for the work/services;
 - all the necessary lifting equipment, hoists and climbing gear is provided and is available for BIS;
 - there is a knowledgeable consultant on site authorised to act on behalf of the customer.
- 6.9 All costs arising from non-fulfilment of the items referred to under Article 6.8 shall be passed on to the customer by BIS at the rates that apply at the time.

Article 7 Liability

- 7.1 BIS is liable only for direct damages as a result of gross negligence or malice - to be proven by the customer - by BIS or a person for whom BIS is legally liable when fulfilling the obligations resulting from the contract concluded between BIS and the customer.

- 7.2 BIS is never liable for:
- indirect damages of any kind whatsoever, including consequential damages and/or immaterial damages, which the customer or a third party suffers because BIS or a person for whom BIS is legally liable fails to fulfil the contract.
- 7.3 The customer is responsible for the cost and risk in all cases of damage caused by:
- faults and/or defects in construction and working methods required by the customer, as well as in drawings, calculations, specifications, implementation instructions and similar provided by the customer;
 - defects in, or unsuitability of, goods which originate from the customer or are specified by him, including the premises on, in or at which the work is carried out or the services are provided;
 - defects in, or unsuitability of, a design produced by or on behalf of the customer through third parties, or for the specification of dimensions, sizes and materials that may be given for this design.
 - failure to deliver, or to deliver on time, goods referred to in the indent above;
 - work/services and/or supplies provided by the customer or commissioned by him to third parties;
 - the loss of materials, parts and/or tools supplied with regard to the work/services by BIS or one of its sub-contractors, including damage to these items;
 - inadequate performance of the contract for which the customer, specified sub-contractors and/or other agents are responsible;
 - unlawful acts by subcontractors and/or other agents engaged by BIS and/or the customer;
 - the design supplied by BIS, in so far as this was approved by the customer.
- 7.4 In the event that the customer wishes to transfer responsibility for the design produced by him or on his behalf to BIS, BIS shall not be obliged to accept this until after it has had time to make a decision regarding this transfer, whereupon which BIS should be able to study and check the whole design and be provided with all the relevant particulars and documents. BIS cannot be required to do this free of charge.
- 7.5 The liability of BIS is always limited to the total amount paid by the customer based on the contract entered into, exclusive of the legally payable VAT, up to a maximum of €500,000 (five hundred thousand Euros) per incident, whereby a connected series of incidents counts as one incident.
- 7.6 The customer shall indemnify and safeguard BIS against any claims by third parties for compensation for damages, costs, interest and/or losses arising from services provided by BIS for any reason whatsoever.
- 7.7 Should BIS nevertheless be held liable under Article 7.6, the provisions of the previous paragraphs of the article shall still apply. In this case, BIS has the right of recourse against the customer for the amount it has paid to compensate for the damages and costs.
- 7.8 The provisions of the previous article shall also apply to all (legal) persons whose services BIS uses to fulfil the contract.
- 7.9 Any legal claim for damages lapses in any case case three months after receipt of the goods supplied or after the relevant work/services have been carried out.

Article 8 Force majeure (non-attributable non-performance)

- 8.1 In the event that BIS is prevented by force majeure from fulfilling the contract, or force majeure renders fulfilment more expensive, BIS is entitled to suspend the contract for as long as the force majeure persists or to be wholly or partly released from the contract without BIS being liable for any compensation for damages.

- 8.2 "Force majeure" is defined as any circumstances, either foreseen or unforeseen, as a result of which the customer can no longer reasonably demand that the contract be fulfilled. Such circumstances in any event include strikes, excessive absence due to sickness on the part of staff, transport problems, fire and other disruptions to business, late deliveries or failure to deliver by BIS suppliers, and events beyond the control of BIS such as flood, storm and changes in legislation and/or government decrees.

Article 9 Payment

- 9.1 Orders with a total order value of less than €10,000 must be paid within 30 days of the invoice date.
- 9.2 For projects with a total order value of more than €10,000, 40% should be paid with the order, 40% should be paid when the work starts and materials are delivered, 15% should be paid at the first delivery and 5% after resolving any residual points.
- 9.3 Unless otherwise agreed, contractual services are invoiced, based on:
- Prepayment for the entire period, if the quotation price is applicable to the entire period.
 - Prepayment per contractual year, if the quotation price is applicable per month, quarter or year.
- 9.4 Credit acceptance is required for payment on account.
- 9.5 BIS shall not start implementing the project for the customer on site before the customer settles the first term bill.
- 9.6 If payment is not made within the agreed period, the customer is legally in default and liable for a rate of interest of 10% per annum on the amount outstanding. The customer must pay all legal and non-legal costs. The extrajudicial costs comprise 15% of the open amount, with a minimum of €125.
- 9.7 Complaints regarding invoicing should be made - without prejudice to the provisions of Articles 5.4 and 5.5 - within 8 working days of the invoice date. Complaints must be submitted in writing.

Article 10 Dissolution

- 10.1 In case a claimable amount is not paid, BIS maintains the right to fully or partially terminate this agreement and to reclaim any supplied but not fully paid goods as her property under settlement of any amounts already paid, without notice of default or judicial intervention and undiminished her right to compensation. The same applies when the customer cannot fulfil, cannot fully fulfil and/or cannot timely fulfil any obligations stemming from the agreement; as well as with (application for) moratorium, (application for) bankruptcy, placement into receivership, death or liquidation of the assets of the customer.
- 10.2 In the event that BIS dissolves the contract, all its claims against the customer shall be due payable immediately and in full without any prior notice of default being required.

Article 11 Intellectual property

- 11.1 Quotations, samples, schemes, drawings, interior designs, visualisations of furniture, graphic designs, other content and/or documents, belonging to an offer or relating to an assignment or agreement, as well as the corresponding system designs, are and will remain property of BIS and may - with the exception of prior written consent of her management - not be partially or fully disclosed, copied, used, duplicated or offered to third parties.
- 11.2 Neither may any part of the technology demonstrated be used to improve the customer's own products, work and services.
- 11.3 All information from BIS must be treated as confidential. Any associated documents referred to in the previous paragraphs must be returned to BIS when first requested to do so and no copy retained, in any form whatsoever.
- 11.4 The customer is liable for all damages suffered and/or to be suffered by BIS as a result of breaching the provisions in the paragraphs of the aforementioned articles.
- 11.5 BIS shall take all reasonable steps as required to prevent any goods supplied and/or work/services carried out from contravening any relevant legislation in force in the Netherlands relating to the intellectual property of third parties
- 11.6 If, despite the stipulations in Article 11.5, as the result of culpable conduct by BIS or a person for whom it is legally liable, such right is infringed, BIS shall, without prejudice to the provisions of Article 7, be entitled to choose either to replace or change the goods concerned or work/services carried out, or acquire the right to continue to use the goods supplied or the work/services carried out, or dissolve the contract in whole or in part, refunding the customer with the price paid for those goods/work/services including a reasonable amount for depreciation. This is subject to the provisions of Article 11.7 being met.
- 11.7 The customer must notify BIS immediately in writing of any potential liability or legal measures that indicate that use of the goods supplied or the work/services carried out by BIS infringes any intellectual property legislation in force in the Netherlands.

Article 12 Reservation of ownership

- 12.1 BIS retains ownership of all goods it has sold as well as any rights to be granted or transferred until the time at which the customer fulfils his part of the contract entirely with regard to the goods supplied or services provided. This applies both to the goods supplied or to be supplied by BIS by virtue of the contract or works/services carried out or to be carried out (likewise) to the benefit of the customer by virtue of such a contract. The same applies with regard to any demands relating to failure to fulfil such a contract.
- 12.2 Until full payment has been made, the customer is not authorised to pledge the goods in full or in part to third parties, or to transfer ownership thereof other than in the normal course of business or the normal designated use of the goods.
- 12.3 The customer shall handle goods supplied under reservation of ownership with the necessary care and as the recognised property of BIS.



Postbus 4057
2980 GB Ridderkerk

KvK: 24171529
BTW: NL006817439B01

IBAN: NL44 INGB 0682 4255 59
BIC: INGBNL2A

 Almere, Eindhoven, Ridderkerk - www.bis.nl - +31 (0)180 486777 - info@bis.nl
 BIS vestigingen in Europa - www.bis.eu

Article 13 Other provisions

13.1 In case one or more provisions of these or other BIS terms and conditions prove invalid or are voided by a judge, the other provisions remain applicable undiminished. Parties discuss the invalid and voided provisions in order to agree upon a replacement provision. Goal and intent of the corresponding terms and conditions will not be compromised therein.

Article 14 Applicable law and competent court

14.1 The law of the Netherlands alone applies to all contracts and these terms and conditions. The Vienna Sales Convention 1980 (CISG) is not applicable.

14.2 All disputes arising with BIS shall, unless otherwise specified by force of law, be settled by the competent court in Rotterdam.

These terms and conditions have been filed with the Chamber of Commerce and available under file number 24171529.