

General Terms and Conditions of the private company with limited liability European Hardware Solutions B.V. (Chamber of Commerce no. 18080985), also trading under the name SpareIT, having its registered office in Gilze en Rijen, having its place of business in Rijen at the Kempenbaan 34.

Article 1 – Definitions and applicability

1. For the purpose of these general terms and conditions “user” is understood as the private company with limited liability European Hardware Solutions B.V., also trading under the name SpareIT, having its registered office and its place of business in Rijen, whilst “other party” is understood as the party who invited the user to present an offer and/or with whom the user concluded an agreement.
2. These general terms and conditions are applicable to any and all offers made to the other party by the user and to any and all agreements, quotations and orders concerning the performance of work, the delivery of goods and/or the supply of services or by any other name, and under any title whatsoever, concluded by and between the user and the other party.
3. Deviations from these terms and conditions are only valid to the extent that the user has expressly accepted the same in writing.
4. The general terms and conditions of the other party are explicitly not applicable. These general terms and conditions shall at all times prevail over possible general terms and conditions of the other party. Also if the terms and conditions of the other party contain a provision of a similar scope as intended in the previous sentence the general terms and conditions of the user shall at all times prevail over these kinds of possible terms and conditions of the other party.
5. By accepting the offer, placing orders and/or awarding contracts the other party waives its general or other terms and conditions and acknowledges to accept these general terms and conditions of the user.
6. In case of a discrepancy in case of possible translations of these general terms and conditions the original Dutch version of these terms and conditions shall always exclusively be decisive.
7. Should any provision of these general terms and conditions be invalid or cancelled then the other provisions of these general terms and conditions shall remain in full force and effect. The user and the other party shall, as the occasion arises, enter into discussions in order to agree on new provisions in replacement of the invalid or cancelled provisions in the court of which the objective and the scope of the original provisions must be taken into account as much as possible.
8. In case of obscurity about the interpretation of one or more provisions of these general terms and conditions the interpretation shall need to take place “in the spirit” of these provisions.
9. If a situation occurs between the parties that has not been regulated in these general terms and conditions then this situation shall need to be assessed “in the spirit” of these general terms and conditions.
10. If the user does not always desire strict compliance with these general terms and conditions then this shall not imply that the relevant provisions are not applicable or that the user would in any way forfeit the right to in other instances desire strict compliance with the provisions of these terms and conditions.

11. User reserves the right to amend or supplement these general terms and conditions. Amendments with respect to these general terms and conditions shall also apply to agreements already concluded. User shall inform the other party of these amendments in writing.

Article 2 – Offers

1. All quotations and offers of the user (in any form whatsoever) are without obligation, unless the quotation or offer stipulates a period for acceptance. If no acceptance period has been set, no rights whatsoever can be derived from the quotation or offer if the product to which the quotation or offer relates is no longer available in the meantime. The offers of the user are based on implementation of the agreement under normal circumstances and during the normal working hours of the user.
2. The offers of the user are based on data supplied by the other party. The offers of user are not valid if incorrect information or data provided by the other party has been used.
3. The user cannot be bound by its offers if the other party can within reason understand that the offers, or a part thereof, contain an apparent error or clerical error.
4. A combined quotation does not commit the user to perform a part of the contract at a corresponding part of the quoted price. Offers are not automatically applicable to future orders.

Article 3 – Acceptance

1. Agreements between the user and the other party are only concluded when the other party accepts an irrevocable offer in a timely fashion or when the user expressly accepts an offer of the other party.
2. If the acceptance by the other party differs (whether or not on subordinate points) from the proposal included in the offer then the user shall not be bound by the same. The agreement shall in that case not be concluded in accordance with these different provisions, unless the user indicates otherwise.
3. The express acceptance of an offer by the user follows from its written confirmation or its commencement with the implementation of the agreement.
4. Only the board of the user and the people who have, according to the registration in the trade register of the Chamber of Commerce, power of attorney on behalf of the user shall be authorised to conclude binding agreements for the user.

Article 4 – Prices

1. All prices are, unless stipulated otherwise in writing:
 - a. excluding possible taxes by virtue of the agreement, including VAT and other government levies;
 - b. excluding delivery ex works of the user;
 - c. excluding packaging material.
2. User is entitled to increase the stipulated prices if and to the extent that after conclusion of the agreement one or more circumstances on which the cost price calculated by the user was based change, even if this change (these changes) was (were) foreseeable.

Article 5 – Delivery

1. Indicated delivery periods shall never be qualified as fatal deadlines, unless expressly stipulated otherwise. In case of late delivery the user must therefore be given written notice of default in the course of which the user is yet granted a reasonable period for compliance.
2. The delivery period commences after conclusion of the agreement, after the user has

- received all required data from the other party, after compliance with the required formalities and after receipt by the user of the stipulated price or the stipulated advance.
3. The delivery period is based on the work conditions at the user known at the time of the conclusion of the agreement and a normal delivery of the required goods by third parties. If through no fault of the user a delay occurs due to a change in the aforementioned work conditions or due to late delivery of the aforementioned goods by third parties then the delivery period is, where necessary, extended.
 4. The stipulated goods or services are deemed to have been delivered or supplied when the goods or services are offered to the other party for the first time in conformity with the agreement.
 5. When after the expiry of the stipulated delivery period the other party has not taken receipt of the goods then the user shall keep these goods available for the other party and store these at the expense and risk of the other party in the course of which the user immediately obtains a right of recourse.
 6. The user is entitled to have third parties perform certain activities. The applicability of Sections 7:404, 7:407 par. 2 and 7:409 of the Dutch Civil Code is explicitly excluded.
 7. If user or third parties engaged by user within the scope of the agreement perform work at the other party's location or a location designated by the other party, the other party shall provide the facilities reasonably required by those employees free of charge.
 8. The user is entitled to implement the agreement in different phases and to invoice the thus implemented part separately. If the agreement is implemented in phases then the user can suspend the implementation of those parts that pertain to a subsequent phase until the other party approved the results of the previous phase in writing.
 9. Overstepping of the delivery period shall not entitle the other party to fully or partly dissolve (have dissolved) the agreement, barring in case of intent or gross negligence of the user.
 10. Overstepping of the delivery period shall not entitle the other party to without judicial authorisation perform or have performed activities at the expense of the user for the implementation of the agreement.

Article 6 – Force majeure

1. User is not obliged to fulfil any obligation towards the other party if he is prevented from doing so as a result of a circumstance that is not due to fault, and is not for his account by virtue of the law, a legal act or generally accepted practice.
2. For the purpose of these terms and conditions, force majeure means, in addition to its definition in the law and jurisprudence, all external causes, foreseen or unforeseen, over which the user cannot exercise any influence, but which prevent the user from fulfilling his obligations. This includes strikes in the company of the user or third parties.
3. User is also entitled to rely on force majeure if the circumstance that prevents (further) compliance with the agreement occurs after the user should have complied with its obligation.
4. User may suspend the obligations under the agreement during the period of force majeure. If this period lasts longer than two months, each of the parties shall be entitled to dissolve the agreement, without any obligation to pay damages to the other party.
5. Suspension, change or dissolution of the agreement on account of force majeure shall not release the other party from the obligation to pay that which has already been delivered and/or performed at the moment that the situation of force majeure occurs.
6. If and to the extent that the user has already partially fulfilled his obligations arising from the agreement at the time when the force majeure occurs or will be able to fulfil them, and independent value can be attributed to the part already fulfilled or to the part to be fulfilled

respectively, the user shall be entitled to invoice the part already fulfilled or to be fulfilled respectively separately. The other party shall be obliged to pay this invoice as if it were a separate agreement.

Article 7 – Warranties and liability

1. Should the user be liable, this liability shall be limited to what is regulated in this provision.
2. The user does not accept any further liability and does not provide any further warranties other than to the extent committed to by the user in writing at the time of conclusion of the agreement or granted by the manufacturer.
3. Warranty obligations are only complied with by the user with regard to goods that are still provided with the original barcode and of which the other party can demonstrate that they were delivered by the user.
4. The user is not liable for damages, of any nature whatsoever, resulting from the fact that the user departed from incorrect and/or incomplete data supplied by or behalf of the other party.
5. The user shall exclusively be liable for direct damages of the other party that can be attributed to the user.
6. The user shall never be liable for indirect damages, including consequential damages, lost profit, lost savings and losses due to business interruptions.
7. The user is never liable for damage that has arisen as a result of incorrect use of the product or work, including but not limited to the use for another purpose for which it is intended.
8. The aforementioned restriction of the liability of the user is equally applicable to the members of staff of the user and to third parties that the user relies on for the implementation of the agreement.
9. Without prejudice to the provisions set forth in the previous paragraphs each and every liability of the user, its staff and/or third parties relied on by the same shall always be limited to at most the invoice amount with regard to the relevant agreement, at least to that part of the agreement to which the liability relates.
10. The liability of the user shall in any case always be limited to the amount of the benefit of the insurer of the user that provides actual cover for the relevant harmful event.
11. If the user, its staff and/or third parties relied on by the user are in connection therewith addressed by third parties then the other party shall fully indemnify the user, its staff respectively the third parties relied on by the same and compensate the same for everything that they shall need to pay to third parties.
12. The limitations of liability included in this article shall not apply if the damage is due to intent or gross negligence on the part of the user, its executive or subordinate employees.

Article 8 – Complaints

1. The other party is obliged to examine the delivered goods, or have them examined, immediately at the time that the goods are made available to him or the relevant work has been carried out respectively. The inspection of, amongst other things, the composition, quantity, dimensions, weight, packaging and/or other stipulated features of the delivered goods falls under the responsibility of the other party. In doing so, the other party must examine whether the quality and/or quantity of the delivered goods corresponds to what has been agreed upon and meets the requirements agreed upon by the parties in this respect. Any visible defects must be reported in writing to the user within 48 hours of delivery. The report must contain as detailed a description of the defect as possible, so that the user is able to respond adequately. The other party must give the user the opportunity to investigate a complaint (or have it investigated). If a relevant complaint is not filed

- immediately after receipt then the data on the consignment notes, delivery notes or similar documents are acknowledged as correct.
2. If the other party files a complaint in a timely fashion then this shall not suspend its payment obligation. In that case the other party shall still be held to take receipt of and pay for the other ordered goods or supplied services.
 3. If the other party does not file a complaint in a timely fashion, hence not in conformity with the provisions set forth in paragraphs 2 and 3, then the other party shall no longer be entitled to repair, replacement or compensation.
 4. Goods can only be returned by the other party after prior written consent of the user and after receipt of an identification number for the goods to be returned. The goods to be returned must be provided with the aforementioned identification number.
 5. If it has been established that a good is defective and a relevant complaint has been filed in a timely fashion then the user shall, at the discretion of the user, either replace the defective good within a reasonable time limit after the return or, should a return within reason not be possible, after written notification of the defect by the other party, provide for repair or pay the other party an alternative compensation. In case of replacement the other party shall be held to return the replaced good to the user, unless the user indicates otherwise in writing.
 6. If it is established that a complaint is unfounded then the relevant costs, including the examination costs, consequently incurred on the part of the user shall fully be at the expense of the other party.
 7. After expiry of the warranty period all costs for the repair or replacement, including administration and shipping costs and call-out charges, shall be passed on to the other party.
 8. In derogation from the statutory prescription periods the prescription period of all claims and defences vis-à-vis the user and the third parties relied on by the user for the implementation shall expire 1 year after the moment of the detection of the defect.

Article 9 – Reservation of title

1. User remains the owner of the delivered goods as long as the other party:
 - a. fails or will fail to fulfil its obligations under these or other agreements;
 - b. claims that have arisen from non-fulfilment of the aforementioned agreements, such as damage, penalties, interest and costs, have not been paid.
2. Nonetheless, as from the moment of delivery the other party shall bear the risk for loss of or damage to these goods, resulting from any cause whatsoever, and/or for damages caused by these goods. The other party is held to insure the goods against fire, explosion and water damage as also against theft for the duration of the reserved title and to on demand provide the user insight into the policies of these insurances. In case of a possible benefit pursuant to the insurance the user shall be entitled to this benefit. Where necessary, the other party commits in advance vis-à-vis the user to provide cooperation to all that which should (could) be required or advisable in this context.
3. Goods delivered by the user that fall under the reservation of title pursuant to paragraph 1 cannot be resold and can never be used as means of payment. The other party shall not be authorised to pledge or otherwise encumber the goods that fall under the reservation of title. In case of a breach the purchase price shall immediately fall due in full. The foregoing is not applicable if it pertains to the normal business operations of the other party on condition that the other party stipulates the reservation of title for the benefit of the user upon the performance of these kinds of (legal) acts.
4. Without prejudice to the other rights allocated to the same the user is irrevocably authorised by the other party to, if the latter does not comply with the payment obligations vis-à-vis

the user or late, take back the goods delivered by the same without any notice of default of judicial intervention being required or, if they have been assembled to movable or immovable property, disassemble and take the same back. In this respect the other party already provides its unconditional and irrevocable consent to the user and to third parties designated by the user to access those locations where the properties of the user are located.

5. When the user takes back goods it shall credit the goods that are taken back on the basis of the value that these goods have when taken back to the extent not higher than the invoiced amount.
6. The user has a right of pledge and right of retention in respect of all matters that he has or will have for whatever reason whatsoever and for all claims that he has or may have received from the other party in respect of anyone requesting such a deposit.
7. The other party must always do everything that can within reason be expected of the same in order to secure the ownership rights of the user.
8. If third parties impose an attachment on the goods delivered under the reservation of title or wish to establish rights on the same then the other party is held to immediately report this to the user.
9. If the other party has fulfilled its obligations after the goods have been delivered to him in accordance with the agreement, the retention of title with regard to these items will revive if the other party fails to fulfil its obligations under a later concluded agreement.

Article 10 – Intellectual Property

1. The user shall not be liable for inaccuracies in the designs, calculations, drawings and other information (carriers) that are made available to the user by or on behalf of the other party within the framework of the agreement.
2. The user is not held to examine the correctness of designs, calculations, drawings and other information (carriers) made available by or on behalf of the other party. The user can unreservedly depart from the correctness of the same. The user may also assume that the other party is the owner of the aforementioned data.
3. The other party indemnifies the user against claims of third parties with regard to inaccuracies in the information made available to the user by the other party.
4. The designs, drawings, samples, models, software, calculations, and the like that are manufactured by or under the authority of the user and the relevant rights and authorities deriving from the Dutch Copyrights Act and other legislation and regulations in the area of intellectual property remain the property of the user and may not be provided by the other party to third parties (including copies) or made available in any other way without the user's written consent, nor may they be provided to third parties for inspection. These designs, calculations, drawings, samples, models, software, calculations, and the like must on demand be returned to the user by the other party. The user is entitled to use the knowledge gained as a result of the implementation of an agreement for different purposes to the extent that strictly confidential information of the other party is consequently not made available to third parties.
5. By placing an order with the user, the other party gives permission to the user to use company name, logo and photos of clients and relations for media content, unless expressly agreed otherwise with the other party at the time of concluding the agreement.

Article 11 – Payment

1. The payment of the delivered goods and/or the performed work must, without the other party being entitled to any deduction, discount or setoff, take place within 14 days after the date of the invoice, unless stipulated otherwise. The day of payment is the day of the credit

- entry of the payable amount on the account of the user. The user is entitled to invoice periodically.
2. Payments are only valid if effectuated in the manner indicated by the user.
 3. Payments made by the other party shall first be applied to all payable interest and costs and then to claimable invoices that have been outstanding the longest, even if the other party indicates that the payment is related to a later invoice.
 4. In case of non-strict payment the other party shall, without a notice of default being required, be held to pay, in addition to the stipulated sum, compound interest in conformity with the statutory (commercial) interest per month or part of a month for each month or part thereof by which the payment term is exceeded. The other party is also held to pay all judicial and extrajudicial (collection) costs, with a minimum of EUR 500.00 excluding VAT, incurred by the user. The extrajudicial costs shall be calculated on the basis of what is common in Dutch collection practice. However, if the user has incurred higher costs for collection which were reasonably necessary and the other party is not a natural person not acting in the exercise of a profession or business, the actual costs incurred shall qualify for compensation. The other party shall also owe interest on the collection costs due. The compensation for the incurred costs shall furthermore not be limited to a possible cost award established by the court.
 5. If the user files a winding-up petition in respect of the other party then the latter shall, apart from the payable amount and the relevant judicial and/or extrajudicial costs, also be liable for payment of the costs of the winding-up petition.
 6. As a result of the late payment the entire debt, also the part that has not expired yet, shall immediately fall due.
 7. If and insofar as the other party is declared bankrupt, or an application to that effect is made, suspension of payment is requested, or the company of the other party is liquidated, the invoices of the user are immediately and immediately due and payable, without any further notice of default being required. is required.
 8. The other party shall never be entitled to set off the amounts it owes to the user. Objections against the amount of an invoice do not suspend the obligation to pay. The other party not entitled to invoke section 6.5.3 (the articles 231 to 247 Book 6 of the Dutch Civil Code) is also not entitled to suspend payment of an invoice for any other reason.
 9. If the other party does not fully or partly comply with its obligations then the user shall be authorised to suspend the obligations vested in the same, without being held liable by the other party for damages that may derive from the same.

Article 12 – Security

1. The user shall at all times be authorised to desire payment in cash upon delivery of goods and/or performance of work.
2. If so desired by the user, the other party shall at all times be held to fully or partly pay the purchase price and/or the stipulated price for the performance of work in advance or to provide sufficient security, to the satisfaction of the user.
3. The user is entitled to charge the other party a late payment surcharge on top of the stipulated price of at most 3% of the invoice amount, which surcharge can only be deducted from the invoice amount if the invoice is, for the remainder, paid within 14 days after the date of the invoice.
4. If the user receives indications about reduced creditworthiness of the other party prior or during the implementation of an agreement then the user shall be entitled to suspend its obligations by virtue of the agreement and the (purchase)price for that which has already been delivered shall immediately fall due, unless the other party provides security, to the satisfaction of the user, for the correct payment of the purchase price.

Article 13 – Insufficient compliance by the other party

If the other party does not comply with its obligations on account of this agreement or late or improperly as also in case of insolvency or suspension of payment of the other party or when its business is discontinued or liquidated as also in case of a consumer purchase when the statutory or extra-statutory debt management is applicable then the other party shall be deemed to be in default by operation of law and the user shall, without any further notice of default and without any judicial intervention being required, be entitled to, at the discretion of the user:

- fully or partly dissolve the agreement or declare the same dissolved without the user being held to any compensation, warranty or otherwise; and/or
- suspend the implementation of its obligations vis-à-vis the other party.

All without prejudice to the right of the user to claim compensation by the other party for damages, costs and interests.

Article 14 – Consumer purchase

1. If and to the extent that there is question of a consumer purchase and provisions from the present general terms and conditions are in breach of the statutory schemes for consumer purchases the conflicting provisions shall be replaced by the statutory schemes.
2. If and to the extent that there is question of a consumer purchase and the other party is in default or fails to comply with its obligations (in a timely fashion) then all reasonable costs to obtain satisfaction out of court shall be at the expense of the other party. The extrajudicial costs are calculated on the basis of that which is then common in the Dutch collection practice, currently the Dutch Extrajudicial Collection Costs (Standards) Act. These costs shall in advance be communicated to the other party.

Article 15 – Privacy statement

1. In order to fulfill the agreement, the user holds personal data. The user is responsible for the processing of personal data and in doing so will take the utmost care and comply with the rules arising from the General Data Protection Regulation.
2. The privacy statement of the user indicates which personal data are processed by the user, for which purposes and how personal data are processed. The user shall only process personal data in accordance with this privacy statement. The privacy statement can be found on the websites of the user, <https://www.ehsbv.com/en/privacy-statement> and <https://www.spareit.nl/en/privacy>, and can be requested at any time from the user.

Article 16 – WWFT

1. The other party shall, upon first request of the user, provide the user with all information and documentation required for the user to carry out the (ongoing) client due diligence, including—but not limited to—the identification and verification of the other party and its ultimate beneficial owner(s), pursuant to the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act (“Wwft”). The assessment of the client due diligence in accordance with the Wwft is exclusively reserved to the user.
2. The user shall never be liable for any adverse consequences resulting from any report(s) made by the user pursuant to the Wwft, even if such report(s) should later prove to be unfounded, unless the other party demonstrates that, given the circumstances, the making of such report(s) was unacceptable according to standards of reasonableness and fairness. In the latter case, liability shall be limited as provided in Article 7 of these general terms and conditions. The other party shall indemnify and hold the user harmless against any and all third-party claims arising therefrom.

Article 17 – Sanctions Legislation

1. The other party acknowledges and agrees that the agreement between the user and the other party may be subject to trade restrictions. These include—but are not limited to—any applicable export controls, regulations, rules, licensing requirements, sanctions, embargoes, or other trade or economic restrictive measures imposed by, among others, the European Union, the United Nations, the United Kingdom, and the United States.
2. The user reserves the right to conduct (preliminary) checks on the other party at any time. The other party undertakes in advance to fully cooperate with any actions that may appear necessary or desirable in this context.
3. The other party is solely and fully responsible for complying with all applicable trade restrictions and shall refrain from any act or omission that would result in the user being in violation of any sanctions legislation as referred to herein. This includes, but is not limited to, the following. The other party represents and warrants to the user that it complies with all sanctions regulations applicable in the Netherlands, the EU, and the US, including obligations under the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act (Wwft) and the Sanctions Act 1977. The other party further represents that it is not managed or controlled by, nor owned by, any sanctioned party; and that it shall not use, sell, resell, export, re-export, distribute, transfer, disclose, or otherwise handle the delivered goods and/or services, directly or indirectly, to or via any sanctioned party (or any party owned or controlled by a sanctioned party), as defined in this article.
4. A sanctioned party means: any party listed on any applicable sanctions or designated-party list enforced under trade restrictions. These may include, but are not limited to, lists issued by the United Nations Security Council, the European Union, the Dutch National Terrorism List, or individual countries.
5. If the other party determines, or suspects, that it can no longer comply with its obligations under this article, it must notify the user without delay. The other party shall then, upon first request of the user, provide all information that the user deems necessary or desirable in order to independently assess whether a breach of this Article or of the applicable regulations has occurred.
6. The user shall not be obliged to fulfil any obligation under the agreement and shall be entitled to terminate the agreement with immediate effect, without any obligation to pay damages or compensation to the other party, if the user reasonably believes—at its sole discretion—that full or partial performance of the agreement would be contrary to the aforementioned legislation.
7. If the other party acts in breach of this Article, it shall be liable towards the user for all damages incurred or to be incurred by the user as a result of such non-compliance.

Article 18 – Disputes

1. Dutch law is applicable to any and all agreements between the user and the other party.
2. The application of the Vienna Sales Convention is excluded.
3. Any and all disputes between the parties shall be brought to the cognisance of the competent court in Breda.