

General Terms and Conditions of Sale and Delivery of DSC (Nederland) Limited

Article 1 (definitions)

1. DSC: the Dutch Private limited company **DSC Nederland B.V.**, with its registered office in Eibergen and actual place of business in Hengevelde and registered with the Dutch trade register under number: 675 49 330.
2. Customer: DSC's contract party.
3. Managerial staff: staff of – or on behalf of DSC who do not perform any executive or repetitive activities at all. Staff employed within DSC's organisation is not managerial, unless Customer explicitly proves the contrary.
4. BW: *Burgerlijk Wetboek* (the Dutch Civil Code) according to Dutch law.
5. Transfer: the legal transfer within the meaning of the *BW* (Dutch Civil Code).
6. Delivery: the factual delivery to / for Customer.
7. Workable conditions: the conditions – also including but not limited to weather conditions – enabling DSC to perform the agreed services or activities or to transfer / deliver the goods.
8. In writing: "in writing" also means per fax message and by electronic means of communication.

Article 2 (applicability and priority)

1. These General Terms and Conditions of Sale and Delivery apply to all offers, quotations, agreements or other services by or with DSC.
2. DSC rejects the applicability of any general terms and conditions of Customer and explicitly rejects these General Terms and Conditions.
3. If one or several provisions of these General Terms and Conditions of Sale and Delivery is/are void(able) or invalid, this does not affect the validity of the other provisions. With regard to this/these provision(s), it/they shall be converted by operation of law by virtue of Article 3:42 *BW* (the Dutch Civil Code).
4. If there is a deviation from one or several provisions of these General Terms and Conditions of Sale and Delivery, the other provisions remain in full force. Deviations from these General Terms and Conditions of Sale and Delivery are only valid if these have been agreed upon in writing between DSC and the Customer.
5. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) is or shall be explicitly excluded and shall not apply to any legal relationships between DSC and Customer in the broadest sense of the word.
6. If one or several provisions or stipulations are contradictory to one and another, the following priority applies: agreements / confirmations of the order prevail over manuals and the latter prevails over these General Terms and Conditions of Sale and Delivery.

Article 3 **(offers, quotations and prices)**

1. All offers, price lists and quotations by DSC are not binding to DSC, also if they include a term for acceptance. Offers and quotations do not apply to repeat orders.
2. All prices in quotations, price lists or offers are subject to acceptance, unless explicitly agreed upon otherwise in writing. All quoted prices or offers are net, excluding: VAT, import duties, other taxes, levies and charges, costs for loading and unloading and for transport, packaging costs, storage costs, (dis)assembly and installation costs, unless explicitly stated or agreed upon otherwise.
3. A combined price quote shall not oblige DSC to perform or deliver a portion of the products or services referred to in the quote and Customer may not derive any rights from the (portion of the) price stated by DSC.
4. DSC is entitled to increase the price for Customer of the work, services or deliveries still to be delivered if the cost price determining factors have been subject to an increase. These factors include but are not limited to: wages, raw material prices, fuel costs, transport costs, storage costs, (dis)assembly costs, exchange rates, insurance premiums and governmental charges (including taxes, custom duties and such).

Article 4 **(formation of the agreement and amendments afterwards)**

1. The agreement between DSC and Customer is only formed when DSC 1) has accepted the offer or quotation, or 2) has confirmed the order done over the phone or in writing to Customer by means of a confirmed order and/or by message to Customer that the order or transportation thereof is being processed or 3) by means of a written agreement signed and paraphed by both parties for approval. Unless DSC has confirmed the acceptance in writing to Customer as mentioned in the preceding sentence, DSC may revoke or change the offer or quotation.
2. If a revocation or change as referred to in paragraph 1 of this Article leads to a new offer or quotation from DSC, the provisions of Article 3 and of paragraph 1 of this Article shall apply mutatis mutandis.
3. If the acceptance by Customer contains reservations or changes to the offer or to the quotation or reference is made to any (general) conditions to the contrary, in derogation of the provisions of the preceding paragraphs the agreement shall only be concluded, if DSC has also confirmed to Customer in writing to be able to consent to it in full, in completeness and without any reservation.
4. Amendments to the agreements concluded and deviations from these General Terms and Conditions of Sale and Delivery after formation shall only have effect if these have been agreed upon in writing between DSC and Customer.
5. DSC is entitled to increase the prices for Customer in the event of increases as referred to in Article 3 paragraph 3 and occurring after the conclusion of the agreement as referred to in paragraph 1.
6. In the event the agreement as referred to in this Article is concluded with multiple Customers, these Customers shall all be jointly and severally liable towards DSC.

Article 5 (quality, description, responsibilities and confirmed order)

1. DSC shall be obliged to deliver to Customer the goods or services in the description, quality and quantity as described in the confirmation by DSC as referred to in Article 4 paragraph 1.
2. Customer shall be obliged to directly or immediately inform DSC of any potential changes or additions to the despatched confirmation, in case of failure, the despatched confirmation shall be the starting point for DSC's obligation(s) towards Customer as referred to in paragraph 1.
3. In the event Customer changes or complements the confirmed order as referred to paragraph 2, the provision of Article 4 paragraph 3 shall apply mutatis mutandis.
4. Any samples, prototypes or models shown to Customer are for identifying purposes only without requiring the goods to be delivered to meet its specifications.
5. Customer is not entitled to derive any rights from the information provided by DSC on (technical) product specifications and information as mentioned on the websites, in brochures, price lists or other information providers, unless it contains the same information as in the agreement concluded or in the confirmed order as referred to in paragraph 1 and it expressly states the contrary.
6. DSC accepts no responsibility or liability for any by or on behalf of Customer made or by Customer processed designs, outlines, reports of capacities, all (product) specifications in the broadest sense of the word, plans, schedules and such, as well as not for suppliers, materials or parts which are expressly prescribed by or on behalf of Customer. Customer shall indemnify DSC on first demand against claims from third parties in that respect, including claims pursuant to intellectual property rights.
7. Consultation with DSC, regardless whether it concerns the possibilities of application for goods delivered or still to be delivered by DSC or it concerns the intended use of those goods by Customer (or the client of the Customer), never discharges Customer from its own final responsibility or liability with regard to this.
8. Unless the contrary explicitly results from the confirmed order or the agreement as referred to in Article 4 paragraph 1, DSC shall never be responsible or liable for the acquisition or the choices of certain goods by Customer, nor shall DSC provide any guarantees regarding that nor for the intended use by Customer of the goods acquired by Customer.
9. Small deviations in quality, colour, design, weight, size and such of the goods delivered by DSC shall not be a ground for Customer to (wholly or partially) dissolve the concluded agreement, nor shall it justify a deduction of the sale price due nor shall it give a right to replacement or repair.
10. At all times, DSC is entitled – without requiring any prior deliberation or consent from Customer – to have the concluded agreement wholly or partially performed by third parties engaged by DSC or to transfer its rights or obligations from the agreement concluded with Customer to a third party.

11. Fitting the goods / systems delivered by DSC into the vehicles is and shall remain at all times the own responsibility of Customer or the party actually fitting it, as well as the timely, completely and correctly following up of all the rules and instructions in – or by virtue of the manuals accompanying it.
12. Customer shall not be able to derive any binding claims, guarantees or any other rights from the accompanying manual(s) towards DSC. These manuals are for supporting purposes only to Customer or the party actually fitting it. This is, given that the factual situation with regard to the vehicle concerned can always deviate from the situation described in the manual(s) and in view to the provision of paragraph 14.
13. DSC only guarantees that the goods / systems delivered by DSC (should) comply with – and correspond to the technical specifications as described on the packaging, in the manual or in the agreement or confirmation from DSC.
14. DSC does not guarantee – or accepts no responsibility or liability for the functional operation of the system delivered by it / the goods delivered by it. This is, especially, 1) because the delivered system or those goods are being fitted into the vehicle by Customer or a third party, 2) the functional operation of the entire system is dependent on correctly fitting it in and 3) DSC has no supervision over the fitting nor is DSC in any way involved in that.
15. Unless agreed otherwise in writing, DSC has the right to produce and deliver specific goods that have been delivered in assignment from and to Customer (and potentially in accordance with instructions and directions), also to third parties.
16. Customer is fully liable for all damages to employees from DSC employed at his premises occurred during or in relation to the performance of the activities, damages through death or physical injury, consequential damages and damages as referred to in Article 7:658 paragraph 4 *BW* (the Dutch Civil Code) are also expressly included. Customer shall indemnify DSC on first demand against claims from employees in that respect.
17. Customer shall have own responsibility for and guarantees the presence and validity of any required permits, exemptions and such in the broadest sense of the word, and all costs related to that shall (solely) be for the account of and at the risk of Customer.
18. Upon first claim by DSC, Customer is obliged to fully cooperate as necessary and required, including explicitly also providing free access to / in places or buildings in the broadest sense of the word.
19. DSC shall not be liable for damages through death or physical injury, consequential damages or damages from any other nature relating to the (defaults of the) materials or parts provided by or on behalf of Customer for further processing or assembly, regardless whether processing or assembly is performed by DSC or third parties, unless there is gross negligence or intention by DSC or its managerial staff. Customer fully indemnifies DSC against all claims for compensation of damages by staff of Customer, of DSC or third parties.
20. In respect of the goods delivered by DSC, DSC shall not be obliged to provide further guarantees in the broadest sense of the word to Customer than suppliers or manufacturers of the goods concerned provide as a guarantee to DSC, whereby the content and requirements to invoke the guarantee(s) by Customer against DSC solely will be determined according to article 9 of these terms and conditions.

21. In respect of the third parties engaged by DSC, DSC cannot be held liable for more or DSC is not liable towards Customer to a further extent than this third party engaged can be held to.

Article 6 (delivery times, transfer, delivery and risk)

1. The terms given by DSC are no deadlines. If the terms are exceeded, DSC shall not be in default and the Customer shall not have the right to terminate the agreement. In that event a prior, proper and written notice of default is required in which at least a term is mentioned within which DSC has been given a real and reasonable possibility to remedy the failure(s) concerned.
2. Transfer takes place ex DSC's warehouse or of a third party/parties engaged by DSC, unless explicitly agreed upon otherwise in writing.
3. The transfer and delivery referred to in paragraph 2 is considered to have taken place at the moment that the goods to be delivered are made available for Customer in the storehouse / storage warehouse of DSC or of the third party/parties engaged by DSC and DSC informed Customer of this in writing or in a different manner.
4. From the moment onwards as referred to in paragraph 3, the delivered goods are considered to be in the control of Customer and from that moment onwards those goods are or are going to be at the risk and expense of the Customer.
5. In the event delivery does not take place in conformity with the provisions of paragraph 3, the goods will be delivered / presented to the agreed place or places in the manner as determined in the quotation or confirmed order or as agreed upon between parties in writing afterwards. During the transportation, the goods to be delivered are not insured by DSC and these goods will at that stage already be at the risk and expense of the Customer. The Customer is responsible to insure the risk during transportation. DSC will make its own choice with regard to the means of transport / transportation company. The consignment note / transport note / delivery note of the transporter serves as evidence of delivery or rejection of receipt by Customer.
6. If delivery takes place in conformity with the provision of paragraph 5, the costs for delivery or presentation – including but not limited to the transportation costs – are fully borne by Customer and the provisions of the preceding paragraphs of this Article apply mutatis mutandis.
7. If the goods cannot be delivered or not delivered in time in conformity with the provisions of paragraph 5 due to circumstances not attributable to DSC, DSC is entitled to store these goods or have them stored with third parties if desired, at the expense and risk of Customer.
8. DSC is entitled to make partial delivery (partial deliveries) and also invoice these separately to Customer.
9. If DSC needs further information or documents from Customer or third parties in order to be able to fulfil its obligations in a proper manner, the term as referred to in paragraph 1 shall only commence at the moment that DSC has received that information or those documents in full.

Article 7 (force majeure)

1. The agreed term for delivery of goods or for performing services or activities by DSC shall be suspended for a period equal to the time loss during which DSC fails to perform an obligation caused by any circumstance beyond its reasonable control.
2. Force majeure by DSC includes, if after the formation of the agreement as referred to in Article 4 (as well as after the moment of exigibility), DSC has been impeded to perform one or more obligations from the agreement concluded or to perform the preparations of it as a result of (both nationally as well as internationally): war, threat of war, civil war, riot, war risk, fire, water damage, flood, strike, factory sit-in, lockout, import and export barriers, government measures, defects to machinery, equipment and other tools in the broadest sense of the word, disturbances or defects to computers, in software or hardware, on the internet, intranet or network, to servers or at hosting companies, power supply disturbances, slowdown during transport, non-workable circumstances, sickness, inability to work or absent personnel (for an indefinite period or not), all circumstances occurring both in the business of DSC and in that of the Customer and in that or those of third parties from whom DSC has to fully or partially obtain the required materials, raw materials or staff (including the situation that products are no longer in storage with DSC or third parties or can no longer be obtained from third parties), as well as in storage or during transportation, under own management or otherwise, and furthermore all other causes that have arisen without fault of or beyond the risk of DSC and facts and circumstances of which, on reasonable grounds, performance of its obligations cannot be required from DSC.
3. However, should a force majeure event continue or be expected to continue for a period extending to more than two months after the agreed delivery date, either DSC or Customer is entitled to cancel the agreement by means of written note of termination addressed to the other party. The agreement shall terminate at the moment the written note of termination as referred to in the first sentence has reached the other party. In that case, without prejudice to the provisions laid down in the following paragraphs, DSC only has a right to a compensation of the expenses made by DSC until the moment the note of termination has reached the other party.

Article 8 (liability and indemnity)

1. DSC shall only be liable for damages, sustained by Customer or third parties, which is a direct and exclusive consequence of a non-performance imputable to DSC or to its managerial employees being part of DSC's management. This is with due observance of the provisions set out in this article. In the event it were established legally that DSC is nevertheless liable for any other reason or can be held liable for damage towards Customer, irrespective of its ground, the limitations set out in the following paragraphs of this Article shall also apply to it.
2. DSC's liability shall at any rate be limited to the amount of any insurance coverage taken out by it, or, reasonably should have been insured having regard to what is customary in DSC's line of business and only in so far as the insurance company pays out, from which DSC is entitled to deduct its excess. To that, the following limitations and situations shall apply to which in any case no imputable non-performance applies as referred to in paragraph 1 and, regardless whether the damage is insured or whether the insurance company pays out and

regardless of the ground for liability, DSC's liability shall at all times (therefore also in the event DSC may be held liable towards Customer outside non-performance) be limited to the following:

- a) DSC shall never be liable for damages to or defects to or caused by the goods transferred or delivered by DSC, resulting from: the use (injudicious or not) or the potential unsuitability of the goods themselves or by unskilled assembly, as well as the use of specific goods, materials, parts or constructions which are – notwithstanding in deviation of the provisions in force – expressly prescribed by or on behalf of Customer, or by whom these have been made available to DSC or to third parties engaged by DSC;
 - b) DSC shall never be liable for damages at Customer or third parties, resulting, directly or indirectly, from oral or written advices provided by or on behalf of DSC or resulting from negligence or resulting from not, not correctly or not timely taking precautions by DSC or its managerial staff;
 - c) in the event of oral information provided by or on behalf of DSC or information provided in the manuals, DSC shall never be liable for the damage resulting from misinterpretations, incomplete or inaccurately understood information;
 - d) in the event of liability pursuant to this article, beyond the situation that the amount paid out by DSC's insurance company deducted by the excess turns out to be higher, DSC shall never be liable to pay out a higher amount of compensation than the net invoice value of the concerned service(s) rendered, this with a maximum amount of € 1.000,-- per event / shortcoming that caused the damages, a maximum amount of € 2.500,-- per year and a maximum amount of € 5.000,-- as the total overall maximum amount for all damages together and / or for all events together that caused the damages;
 - e) DSC shall not be liable for the so-called lost sales, consequential damage or loss (including without limitation, loss or damages caused by production failure, travel- and lodging costs, other expenses, lost revenues / lost sales or lost profit and such), on any other cause. Consequential loss also includes: all assembly – and other direct and indirect hours of Customer in order to repair or replace parts and such, damage to – or in relation to information carries and the information it carries, damage in relation to asbestos or environmental impairment, as well as all punitive damage or other impairment caused to goods, systems or performed activities transferred or delivered by or on behalf of DSC to other goods or persons as well as claims from third parties and irrespective for whatever reason. It is up to Customer, if so desired, to insure these damages;
 - f) the damage compensated by DSC shall be mitigated, if the price or compensation to be paid by Customer is small in relation to the extent of the damage sustained by the Customer.
3. Customer shall be obliged to indemnify DSC, as well as the third parties engaged by DSC, against all claims from third parties for compensation of damages as a result of the use or application of the goods or performance(s) delivered.

4. In the event DSC's insurance company, for any reason whatsoever, shall not be paying out the compensation or granting the policy coverage, DSC's liability towards Customer is limited to any damage in the event of intent or gross negligence / intentional recklessness by DSC or by managerial staff of DSC being part of management, in the event of which the provisions of the preceding paragraphs shall apply mutatis mutandis.
5. If Customer does not meet one or several obligation(s), or fails to do so in a timely or correct manner, resulting from the agreement concluded with DSC or from these General Terms and Conditions of Sale and Delivery, Customer shall – without further notice of default – be in default and held fully liable for all damages sustained by DSC and by third parties engaged by DSC, this without prejudice to the other rights and entitlements of DSC by virtue of the Law or pursuant to these General Terms and Conditions of Sale and Delivery. The provision of paragraph 3 shall apply mutatis mutandis.

Artikel 9 (guarantees)

1. In the event DSC provides one or more guarantees to Customer, this will never imply a change or reversal of the legal burden of proof position. Also in the event of claiming a guarantee, Customer has to prove the alleged shortcomings and / or defaults of DSC and that these shortcomings or defaults have been occurred within the applicable guarantee period and / or that DSC can be held liable for damages under a guarantee, provided by DSC. In all circumstances, the liability of DSC is (also in the event of guarantees or guarantee claims) limited according to article 8 and / or the other articles in these general terms and conditions.
2. DSC only guarantees that: (1) the goods delivered and / or services provided will meet or comply with the applicable specifications under the closed agreement and (2) the delivered goods are produced with proper materials and in line with the requirements of good workmanship. Unless otherwise explicitly agreed in writing, DSC will never provide more or further guarantees as mentioned above. The duration of all guarantees, provided by DSC, are always and under all circumstances limited to two years, which guarantee period will start at the date of invoice.
3. DSC will never provide any guarantee and / or an applicable (provided) guarantee of DSC will always expire in the event one or more guarantee exclusions are applicable and / or a specific guarantee exclusion event will occur. The following guarantee exclusions or exclusion events are always applicable. This, regardless any other possible additional guarantee exclusions for the specific product(s) involved:
 - a) Any way of misuse;
 - b) Modifications or repairs, executed by or on behalf of Customer or third parties, such without the prior written consent of DSC;
 - c) Degradation as a consequence of external influences or external circumstances, not controlled by DSC;
 - d) Normal wear and tear (wear as a consequence of excessive use or misuse is excluded);
 - e) not or not properly taking into account the operating, maintenance or any other instructions or manuals by or on behalf of DSC;
 - f) claims, direct or indirect related to costs, reimbursements etcetera;

- g) non – compliancy as a consequence of- or related to the application of any Government or any other regulation, becoming applicable after the date of delivery;
 - h) materials, goods, designs, methods and constructions etcetera insofar applied or prescribed at explicit instruction of Customer and / or which aforementioned items Customer has provided to DSC to be (further) processed;
 - i) the items as mentioned under subs. h above which DSC has obtained from third parties, but only insofar those third parties have not given guarantees to DSC for one or more of those items;
 - j) the (non) compliancy with all applicable regulations, related to the actual or intended use of the delivered goods by Customer, such as (but not limited to): all safety and / or traffic regulations. Only Customer remains (solely) responsible and liable for such (non) compliancy and also for all claims of third parties related to the use of the delivered goods (such as personal injury claims etcetera).
4. Executed repairs will not lead to extension of the applicable (initial) guarantee period.
 5. As long as Customer is in any way in default with its obligations under the closed agreement with DSC, DSC is not obligated to provide any guarantees or execute any guarantee obligations and / or has the right to postpone these obligations (for a certain or indefinite period). This all, without getting liable in any way against Customer and / or third parties.
 6. A guarantee claim (called hereafter: "*the Claim*") has to be submitted to DSC by the direct Customer of DSC. It's prohibited to submit any Claim to DSC by any successor of Customer (called hereafter: "*the Successors*"). DSC has the right to reject claims, submitted by the Successors and does not accept any responsibility or liability for such rejection.
 7. DSC only accepts Claims in the event and insofar: (1) Customer fully filled in the guarantee form of DSC and (2) added all required documents as attachments to the guarantee form and (3) submitted all required documents / attachments simultaneously with the guarantee form to DSC.
 8. The burden of proof related to the compliancy with the obligations under paragraph 7 of this article remains solely by Customer. In the event DSC accepts the Claim, DSC will only reimburse the reasonable costs of dispatch, this solely at the discretion of DSC.
 9. Defective parts have to be received by DSC ultimately within 60 days after submitting the Claim according to the previous paragraphs of this article. In the event DSC does not (timely) receive the defective parts, DSC has the right to decline the Claim directly or not to continue with the further assessment of the Claim, this all without accepting any responsibility or liability therefor.
 10. DSC will do its best endeavors to judge the Claim ultimately within 30 days after receipt of the defective part(s) according to paragraph 9. In the event DSC itself is not able to assess the specific defective part(s), DSC will or may forward and submit these parts to the supplier or manufacturer involved. In that case Customer will receive the outcomes of the assessment as soon as DSC receives these outcomes from the aforementioned supplier or manufacturer.

11. In the event DSC delivers at any moment any goods and / or provides any services to Customer or to the Successors as a consequence of the Claim, Customer may not or never consider this as an acceptance of such Claim (yet). Such parts, goods or services etcetera will always initially be charged and invoiced by DSC to Customer according to the applicable prices and rates.
12. In the event DSC accepts the Claim, the obligations of DSC are always limited to one of the following options, which choice is at the sole discretion of DSC: (1) repair or replacement of parts free of cost, (2) support / advice free of cost or (3) credit or refund of the actual amount paid by Customer according to paragraph 13 under the invoice(s) as mentioned in paragraph 11. The liability of DSC for damages is – also in the event of guarantees or a Claim - in all circumstances limited according to article 8. Replaced products or parts are or will become in property of DSC.
13. Full or partial credit or refund of the invoices as mentioned in paragraph 11 will only take place in the event DSC accepts the Claim after assessing it according to the previous paragraphs, this at the sole discretion of DSC. As long as DSC has not accepted the Claim and not confirmed the acceptance in writing (yet) to Customer or to the Successors, credit or refund as mentioned above will not take place.
14. In the event of credit or refund under paragraph 13, DSC will only refund the actual paid amount by Customer to DSC or this amount will be settled with other claims from DSC to Customer (regardless the legal bases of these claims), this all at the sole discretion of DSC. Interest, costs or any other kind of reimbursements will not or never take place.

Article 10 (complaints)

1. Complaints mean: relying by Customer upon the fact that the goods, systems or performed services delivered by DSC do not conform to the agreement concluded, including also visible and not directly visible loss or damage to the delivered or performed.
2. On the delivery or presentation in conformity with Article 6 paragraph 5, the Customer shall be obliged to count and examine the goods delivered and presented, including packages and manuals, immediately on delivery or (the package) is presented, on visible defects, defaults, shortage (such as shortage of or defect of parts in the packaging box) and for other visible defects and shall be obliged to make note of these defects on the CMR consignment note as well as inspecting the goods as soon as possible for other not directly visible defects before storage, resale, assembly or otherwise use of those goods. Goods that are being used or assembled by or on behalf of the Customer, shall be considered to have been transferred and delivered by DSC without any visible defects.
3. If delivery takes place in conformity with Article 6 paragraph 2 or paragraph 3, Customer shall be obliged to accomplish the examination referred to in paragraph 2 of this Article not later than two working days from the date of sending a notification by DSC whether or not in writing or in a different manner as referred to in Article 6 paragraph 3 to Customer or from the date of delivery of the goods ex warehouse to Customer.

4. Customer shall be obliged to inform DSC of any potential complaints as a result of the examinations as referred to paragraph 2 and paragraph 3 of this Article regarding visible defects not later than two working days from the date of delivery or presentation by doing so in writing and with a clear description of the defects or the complaints. DSC shall not be obliged to handle complaints as referred to in the first sentence that are being submitted after the expiry of the term of 24 hours / two working days.
5. In the event of invisible or not directly visible defects to the delivered, the performed or the presented, Customer shall be obliged to submit complaints in writing to DSC not later than 24 hours after the defects was or ought to have been reasonably apparent. The provision of paragraph 4, last sentence, shall apply mutatis mutandis.
6. Invisible or not directly visible defects as referred to in the preceding paragraphs shall include: defects as a consequence of a construction not prescribed by or on behalf of Customer himself, defaults in specification or in design resulting in the delivered or the performed do not conform to the agreement as referred to in Article 4 paragraph 1 or to the technical specification in force for that and not being visible during the aforementioned terms as referred to in the paragraphs 2 until 5.
7. Complaints submitted to DSC in a timely (and correct) manner, shall not give Customer the right, in so far as possible, to defer the payment of the purchasing price / compensation or to set it off, nor the entitlement to dissolve the agreement concluded in full or in part.
8. In the event the complaint is upheld by DSC, DSC shall only be liable towards Customer in conformity with the provisions of Article 8.
9. Potential legal actions and defences, based upon the complaints submitted, shall be instituted by Customer, on penalty of cancellation of this right – not later than one year from the date the complaint had been submitted to DSC.

Article 11 (payment and invoices)

1. Unless parties expressly agreed otherwise in writing, payment shall be made not later than 14 days from the invoice date by means of transfer into a bank or giro account designated by DSC.
2. Any objections or complaints with respect to invoices sent by DSC, must be notified by Customer to DSC in writing within five days after the date of the invoice and stating the reasons, in the absence of which the correctness and indebtedness of the invoice are fixed.
3. All payments shall be made without any deductions on account of counterclaims by Customer.
4. The payment by Customer shall only be completed at the moment upon which the full amount due has been debited to the bank or giro account designated by DSC or – in the event of net cash payment has been agreed – at the moment upon which the full amount has been handed over to DSC. Customer shall be in default – without any prior notice of default – from the first day onwards after which the agreed or applicable payment term has expired.
5. If Customer does not fulfil its payment obligations in a timely or complete manner and Customer on that ground is in default, DSC shall be entitled to dissolve the concluded agreement without judicial intervention. In that event, the Customer shall be liable for the damages suffered by DSC, amongst others consisting of lost profit.

6. If DSC is going to take extra-judicial measures upon the coming into default of Customer, expressly including also demands for payments, further demands for payment or debt collection measures taken by or on behalf of DSC, the costs thereof shall be borne by the Customer. The extra-judicial costs shall at least amount to a sum of 15% of the invoice amount with a minimum of € 150,--. If DSC makes judicial collection costs, these costs shall be borne in full by Customer.
7. DSC shall always be entitled – both prior to as well as after the conclusion of the agreement – to require a payment guarantee from Customer or to demand an advance payment.

Article 12 (retention of title)

1. The title of all goods delivered or presented or still to be delivered or still to be presented continues to reside with DSC, until Customer has met its obligations in full vis-à-vis DSC regarding the agreed price and the other applicable obligations by virtue of this Article – resulting from agreements concluded with DSC at an earlier or later stage.
2. Without prejudice to the provisions in paragraph 1, the Customer is entitled to resell and transfer the goods delivered to him under retention of title to one or more third parties in the exercise of his normal business.
3. During the time the title of the goods delivered / presented has not passed to Customer but he already has obtained the actual control of it, Customer shall be obliged to make sure that those goods remain in the same condition and quality during that time as they were at the moment of delivery or presentation, as well as to ensure that these goods are not and will not be confused in favour of the retention of title by DSC.

Article 13 (rescission)

1. If Customer does not meet his obligation, or fails to do so in a timely or correct manner, which results from any ground of these General Terms and Conditions of Sale and Delivery or from the agreement concluded with DSC, DSC shall be entitled, without any notice of default or judicial intervention being required, to rescind in full or in part the agreement, or part of it still to be performed, and to require return of the deliveries, in so far as payment has not been done. This is without prejudice to DSC's entitlement to compensation of potential lost sales, lost profit and other damages, which has come into existence or shall come into existence due to the non-performance.
2. The provision of paragraph 1 shall apply mutatis mutandis in the event of: suspension of payments, an application for suspension of payments has been filed or is subject to suspension of payments, declaration of bankruptcy or debt rescheduling has been declared applicable or liquidation of Customer's business or Customer has deceased or if all or part of Customer's property has been seized through seizure or otherwise. If one of these circumstances occurs, Customer shall be obliged to immediately report that in writing to DSC.
3. If one of the events occur as referred to in paragraph 1 and 2 of this Article, any claims DSC has on the Customer shall be immediately and entirely exigible.

Article 14 (intellectual property rights, copyrights and publicity)

1. Without prejudice to the provisions in these General Terms and Conditions of Sale and Delivery for that matter, DSC retains all the rights and competencies DSC is entitled to by virtue of the *Auteurswet* (Dutch Copyrights Law) or pursuant to any other rule of law of (international) intellectual property rights, in particular the rights concerning the outlines designed or made by DSC, lithos, pictures, drawings and designs, (project) plans, reports and such or similar rights resting upon the DSC's goods.
2. All documents provided by DSC, such as reports, advices, agreements, designs, outlines, drawings, software and such shall exclusively be used by Customer and without prior consent from DSC may not be copied, made public or brought to the examination of third parties, unless from the nature of the documents shows the contrary.
3. In the event of assignments of Customer to (re)produce goods or by Customer provided information or data upon which may rest intellectual properties rights from third parties, Customer indemnifies DSC for all potential claims from third parties resulting from that.
4. DSC shall be / will remain entitled to illustrate its own services rendered by its name, brand, commercial or other expression of Customer in brochures, advertising leaflets, publications, advertisements or to use these during conventions and shows without any prior consent being required from Customer or third parties. This is without DSC being required to pay any compensation to Customer or to a third party.

Article 15 (jurisdiction, applicable law and competent court)

1. The courts of the Netherlands have exclusive jurisdiction.
2. All agreements concluded between DSC and Customer are exclusively subject to Dutch law. All disputes arising out of the agreements shall also be settled in accordance with Dutch law.
3. In the event DSC and Customer have a difference of opinion on the interpretation or the meaning of one or several provisions of the agreement concluded or of these General Terms and Conditions of Sale and Delivery, the Dutch version of the agreement or of these General Terms and Conditions of Sale and Delivery shall always be decisive and final.
4. The Dutch court, including the *Kantonrechter* (the Dutch sub district court), in the district of the place of residence of DSC is exclusively competent to settle all disputes between DSC and Customer, unless expressly stipulated otherwise and of a mandatory nature ensuing from the law or international treaties. In some cases (like in the event Customer is located in a country or region where a verdict of the Dutch Court is not directly or immediately executable or related to possible consequences of the Brexit), DSC has the choice (although not the obligation) to submit the dispute to the Dutch Arbitration Institute (in Dutch; "*NAI*") instead of the Dutch Court. Place of arbitration will be in that event Utrecht. The arbitration procedure will be conducted in the Dutch language and the dispute will be decided by one arbitrator. Merging of different arbitration procedures is at all times and under all circumstances fully excluded.

These General Terms and Conditions of Sale and Delivery of DSC have been filed with the Chamber of Commerce in Enschede on December 20th 2018 and registered under registration number: 67549330 / 2018.