
DiGidot Technologies Terms & Conditions

Terms and conditions for international sale of DiGidot Technologies B.V. goods, and services for clients not resident in the Netherlands.

1. Application of the International Conditions of Sale

1.1 These International Conditions of Sale of DiGidot Technologies B.V. apply to all customers of DiGidot Technologies B.V. whose relevant place of business is not in the Netherlands. For customers whose place of business is in the Netherlands, the General Conditions of Sale of DiGidot Technologies B.V. goods for Dutch Customers apply, which will be forwarded on request. In each case, the relevant place or country of business is the one where DiGidot Technologies B.V. formally delivers to.

1.2. These International Conditions of Sale apply to the present and all subsequent contracts whose preponderant object is the supply of goods and/or services to customers. Additional obligations assumed by DiGidot Technologies B.V. do not affect the application of these International Conditions of Sale.

1.3. Conflicting or differing terms of business of the customer do not bind DiGidot Technologies B.V., even if DiGidot Technologies B.V. does not explicitly object to them or even if DiGidot Technologies B.V. unconditionally renders performance or accepts the customer performance irrespective of the customer conflicting or differing terms of business. The provisions of this paragraph equally apply insofar as the terms of business of the customer, irrespective of the contents of these International Conditions of Sale, deviate from statutory provisions.

1.4. These International Conditions of Sale do not apply, if the customer buys the goods for personal, family or household use and if DiGidot Technologies B.V. knew or should have known that at the conclusion of the contract.

2. Formation of the Contract

2.1. The customer is under an obligation to give written notice to DiGidot Technologies B.V. prior to the formation of a contract if the goods to be delivered are to be fit not only for normal use or will be used in circumstances which are unusual or which present a particular risk to health, safety or the environment, or which require a more demanding use.

2.2. Orders of the customer are to be put in writing. If the customer order deviates from the proposal or the tender submitted by DiGidot Technologies B.V., the customer will emphasize the differences as such. Illustrations and drawings just like the measures and weight indications featuring in DiGidot Technologies B.V.'s proposals or offers are only there as guidelines.

2.3. All orders, in particular also those received by employees of DiGidot Technologies B.V., will take effect exclusively if followed by a written acknowledgement of the order by DiGidot Technologies B.V.. The actual delivery of the goods ordered, any other conduct of DiGidot Technologies B.V. or silence on the part of DiGidot Technologies B.V. does not allow the customer to assume the formation of the contract. DiGidot Technologies B.V. can dispatch such written acknowledgement of the order up to and including 14 calendar days after the customer order has been received by DiGidot Technologies B.V.. Until this time, the customer order is irrevocable.

2.4. The written acknowledgement of the order shall be received in time, if it is received by the customer within 14 calendar days after its date of printing. The customer will inform DiGidot Technologies B.V. without delay, if the written acknowledgement of the order is received with some delay.

2.5. The written acknowledgement of the order by DiGidot Technologies B.V. sets out all the terms of the contract and brings the contract into effect even if - except for the purchase price and the quantity to be delivered - the written acknowledgement deviates from the declarations of the customer in any other way, especially with reference to the exclusive application of these International Conditions of Sale. Particular wishes of the customer, namely warranties or Warranties with reference to the goods or the performance of the contract therefore require express written confirmation in every case. Regardless of the nature and extent of the deviations, the contract will only fail to come into existence if the customer specifies the deviations and objects to them in writing and the objection is received by DiGidot Technologies B.V. within a short time, at the latest seven calendar days after receipt of the written acknowledgement of the order by the customer.

2.6. DiGidot Technologies B.V.'s employees, commercial agents or other sales intermediaries are not authorized to dispense with the requirement of a written acknowledgement of the order by DiGidot Technologies B.V. or to make promises which differ from its content or warranties. Changes to the concluded contract likewise require written confirmation by DiGidot Technologies B.V..

3. Obligations of DiGidot Technologies B.V.

3.1. Subject to an exemption according to section 7.1.2 DiGidot Technologies B.V. must deliver the goods specified in the written acknowledgement of the order. DiGidot Technologies B.V. is not obliged to perform obligations not stated in the written acknowledgment of the order or in these International Conditions of Sale, in particular DiGidot Technologies B.V. is under no obligation to render planning-services, to deliver accessories not explicitly listed, to install additional safety devices, to carry out assemblies or to advise the customer. DiGidot Technologies B.V. is in no case liable to perform duties associated with the putting of the goods into circulation outside the Netherlands.

3.2. DiGidot Technologies B.V.'s obligations under the contract made with the customer are owed only to the customer. Third parties not involved in the conclusion of the contract, in particular the customer clients, are not entitled to request delivery to be made to them or to

bring any other contractual claim against DiGidot Technologies B.V.. The customer responsibility to take delivery continues to exist even if it assigns rights to third parties. The customer gives DiGidot Technologies B.V. an unlimited indemnity against all claims made by third parties against DiGidot Technologies B.V. out of the contract made with the customer. The indemnity includes in particular the reimbursement of expenses incurred by DiGidot Technologies B.V. and is granted by the customer waiving any further conditions or other objections, in particular waiving any defense of limitation.

3.3. DiGidot Technologies B.V. undertakes to deliver goods of average kind and quality taking account of the tolerances customary in trade concerning the kind, quantity, quality and packaging. If the goods cannot be delivered in the condition offered at the time of the formation of the contract because technical improvements to goods of series production were made, DiGidot Technologies B.V. is entitled to deliver the goods with the technical improvements. DiGidot Technologies B.V. is entitled to make part deliveries and to invoice them separately.

3.4. If further specification is required in relation to the goods to be delivered, DiGidot Technologies B.V. will carry this out having regard to its own interests and to the identifiable and legitimate interests of the customer. A request to the customer to specify the goods, or to participate in the specification, is not required. DiGidot Technologies B.V. does not undertake to inform the customer of the specification it has made or to give the customer the option of a differing specification.

3.5. DiGidot Technologies B.V. undertakes to place the goods at disposal for collection by the customer at the agreed time of delivery at the place of delivery indicated in the written acknowledgement of the order or by way of precaution at its premises in Amsterdam/Netherlands. Previous separation or marking of the goods or notification to the customer of the goods being placed at disposal is not required. DiGidot Technologies B.V. is not obliged to arrange for the shipment of the goods or to insure the goods. Under no circumstances, not even when INCOTERMS are agreed DiGidot Technologies B.V. is obliged to inform the customer of the delivery.

3.6. Agreed delivery time periods or delivery dates are subject to the customer procuring any required documents, releases, permits, approvals, licenses or any other authorizations or consents in sufficient time, opening letters of credit and/or making down-payments as agreed and performing all other obligations incumbent upon it properly and in good time. Moreover, agreed delivery time-periods begin on the date of the written acknowledgement of the order by DiGidot Technologies B.V.. DiGidot Technologies B.V. is entitled to deliver earlier than at the agreed delivery time.

3.7. Without prejudice to its continuing legal rights, DiGidot Technologies B.V. is entitled to fulfill its obligations after the delivery time agreed upon, if it informs the customer that it will exceed the delivery time limit and of the time period for late performance. Subject to the aforesaid conditions, DiGidot Technologies B.V. is entitled to make repeated attempts at late performance. The customer can object to late performance within reasonable time, if the late performance is unreasonable. An objection is only effective, if it is received by DiGidot

Technologies B.V. before commencing late performance. DiGidot Technologies B.V. will reimburse necessary additional expenditure, proven and incurred by the customer as a result of exceeding the delivery time to the extent that DiGidot Technologies B.V. is liable for this under the provisions laid down in section 7.

3.8. Including where INCOTERMS or clauses such as „delivery free.....“ or alike are agreed risks as to price and performance even in relation to goods which are not clearly identifiable to the contract and without it being necessary for DiGidot Technologies B.V. to give notice, pass to the customer at the latest as soon as the loading of the goods has begun or as soon as the customer does not take delivery in accordance with the contract or title to the goods has passed to the customer. The loading of the goods is part of the customer's obligations.

3.9. Including where INCOTERMS or clauses such as „delivery free.....“ or alike are agreed, DiGidot Technologies B.V. is not obliged to procure documents or certificates not expressly agreed, to obtain any licenses, authorizations or other documents necessary for the export, transit or import or to procure customs clearance. However, DiGidot Technologies B.V. renders at the customer's request, risk and expense every assistance in obtaining the documents that the customer has required in writing.

3.10. DiGidot Technologies B.V. is not obliged to bear levies, duties and charges accruing outside the Netherlands, to comply with weight and measuring systems, packaging, labeling or marking requirements or registration or certification obligations applicable outside the Netherlands or to take back according to legal provisions regarding waste-disposal from the customer or a third party goods delivered to the customer or packaging material. Irrespective of any statutory provisions, the customer shall at its own cost take care of or in any other way ensure renewed utilization, material recycling or otherwise prescribed waste-disposal of the goods delivered by DiGidot Technologies B.V. to the customer and of the packaging material.

3.11. Without prejudice to its continuing legal rights, DiGidot Technologies B.V. is entitled to suspend the performance of its obligations so long as, in the opinion of DiGidot Technologies B.V., there are grounds for concern that the customer will wholly or partly fail to fulfill its obligations in accordance with the contract. In particular, the right to suspend arises if the customer insufficiently performs its obligations to enable payment to DiGidot Technologies B.V. or a third party or pays late or if the limit set by a credit insurer has been exceeded or will be exceeded with the forthcoming delivery. Instead of suspending performance DiGidot Technologies B.V. is entitled at its own discretion to make future deliveries, even if confirmed, conditional on payment in advance or on opening of a letter of credit confirmed by one of the big European commercial banks. DiGidot Technologies B.V. is not required to continue with performance of its obligations, if an assurance given by the customer to avoid the suspension does not provide adequate security or could be challenged pursuant to an applicable law.

3.12. Except as provided in section 3.7., DiGidot Technologies B.V. is only obliged to inform the customer of possible disruption in performance, once the disruption is definitely known to DiGidot Technologies B.V..

4. Price, Payment and Acceptance of the Goods

4.1. Irrespective of continuing obligations of the customer to Warranty or to enable payment, the customer undertakes to pay the agreed price in the currency specified in the written acknowledgement of the order transferring it without deduction and free of expenses and costs to the financial institution designated by DiGidot Technologies B.V.. To the extent that a price has not been agreed, the contract has nevertheless been validly concluded; in such a case the price which is at the agreed time of delivery DiGidot Technologies B.V. usual price will apply.

DiGidot Technologies B.V. employees, commercial agents or other sales intermediaries are not authorized to accept payments.

4.2. The payment to be made by the customer is in any event due for payment at the time specified in the written acknowledgement of the order, or otherwise on receipt of the invoice. The due time for payment arises without any further pre-condition and, in particular, does not depend on whether the customer has already taken delivery of the goods and/or the documents and/or has had an opportunity to examine the goods. The periods granted for payment will cease to apply and outstanding accounts will be due for immediate payment, if insolvency proceedings relating to the assets of the customer are applied for or commenced, if the customer without providing a justifiable reason does not meet fundamental obligations due towards DiGidot Technologies B.V. or towards third parties, if the customer has provided inaccurate information regarding his creditworthiness or if the cover given by a credit insurer is reduced on grounds for which DiGidot Technologies B.V. is not responsible.

4.3. The customer warrants that all legal requirements for delivery free of Dutch value added tax will be fulfilled. To the extent that DiGidot Technologies B.V. does not receive the document in proof of tax-free-export-delivery or DiGidot Technologies B.V. is called upon to pay value added tax as a result of the terms of delivery or of circumstances allocable to the customer, the customer will indemnify DiGidot Technologies B.V. in all and every respect without prejudice to any continuing claim by DiGidot Technologies B.V.. The indemnity is granted by the customer waiving any further requirements or other defenses, in particular waiving the defense of limitation or prescription and also includes the reimbursement of the expenses incurred by DiGidot Technologies B.V..

4.4. Regardless of the currency and of the jurisdiction of any court, DiGidot Technologies B.V. is entitled at its own discretion to set off incoming payments against claims existing against the customer by virtue of its own or assigned rights at the time of payment.

4.5. Any statutory rights of the customer to set-off against claims of DiGidot Technologies B.V. are excluded, except where the corresponding claim of the customer is in the same currency, is founded in the customer own right and has either been finally adjudicated or is due and undisputed or acknowledged by DiGidot Technologies B.V. in writing.

4.6. Any statutory rights of the customer to suspend payment or to raise defenses or counterclaims are excluded, except where despite written warning DiGidot Technologies B.V.

has committed a fundamental breach of its obligations due and arising out of the same contractual relationship, and has not offered any adequate assurance.

4.7. The customer undertakes to take delivery of the goods at the delivery time without taking any additional period of time and at the place of delivery indicated in the written acknowledgement of the order or by way of precaution at the premises of DiGidot Technologies B.V. in Amsterdam/Netherlands. The customer is only entitled to refuse to take delivery if it exercises - in accordance with the rules in section 4.1 - its rights to avoid the contract.

5. Delivery of non-conforming Goods or Goods with Defective Title

5.1. Without prejudice to any exclusion or reduction of liability of the seller provided by law, delivery does not conform with the contract if the customer proves that, taking into account the terms in section 3., at the time the risk passes the packaging, quantity, quality or the description of the goods is significantly different to the specifications laid down in the written acknowledgement of the order, or in the absence of agreed specifications, the goods are not fit for the purpose which is usual in the Netherlands. Even if the goods would have been non-conforming according to the legal requirements applicable in the Netherlands, the goods shall be deemed to conform to the contract, to the extent that the legal requirements applicable at the place of business of the customer do not impede the usual use of the goods. Second-hand goods are delivered without any liability for their conformity.

5.2. To the extent that the written acknowledgement of the order does not contain an explicit statement to the contrary, DiGidot Technologies B.V. is in particular not liable for the goods being fit for a purpose which is not usual in the Netherlands or for complying with further reaching expectations of the customer or for possessing the qualities of a sample or a model or for their compliance with the legal requirements existing outside of the Netherlands, for instance in the customer country. Any assurance or warranty required by the customer must always be agreed to as such in the written acknowledgement of the order, also in subsequent dealings. DiGidot Technologies B.V. shall also not be liable for any non-conformity with the contract occurring after the time the risk has passed. To the extent that the customer, either himself or through third parties, initiates the removal of non-conformities without the prior consent of DiGidot Technologies B.V., DiGidot Technologies B.V. will be released from its liability.

5.3. The customer must examine the goods at the time of delivery and moreover as required by law and in so doing check every single delivery in every respect for any discoverable or typical lack of conformity with the contract. The obligation to examine the goods also applies to each and every installment or part-delivery.

5.4. Without prejudice to any exclusion or reduction of liability of the seller provided by law, the goods delivered have a deficiency in title if the customer proves that the goods are not free from enforceable rights or claims of third parties at the time risk passes. Without prejudice to further legal requirements, third parties rights or claims founded on industrial or other intellectual property constitute a deficiency in title only to the extent that the rights

are registered and made public in the Netherlands. Irrespective of the legal requirements applicable in the Netherlands, title to the goods is not defective, to the extent that the legal requirements applicable at the place of business of the customer do not impede the usual use of the goods.

5.5. The customer shall give notice as required by law to DiGidot Technologies B.V. of any lack of conformity with the contract or of any deficiency in title, and in any event directly and in writing. DiGidot Technologies B.V.'s employees, commercial agents or other sales intermediaries are not authorized to accept notices or to make any statements concerning lack of conformity with the contract or of title and its consequences.

5.6. Following due notice according to section 5.5., the customer can rely on the remedies provided by these International Conditions of Sale. The customer has no other rights or claims whatsoever and no claims of a non-contractual nature. The satisfaction by DiGidot Technologies B.V. of the customer's remedies does not constitute any acknowledgement causing a new beginning of the limitation period. The customer's remedies for deficiency in title are subject to the same statute of limitations as are the remedies for lack of conformity. In the event of notice not having been properly given, the customer may only rely on remedies if DiGidot Technologies B.V. has fraudulently concealed the lack of conformity with the contract or the deficiency in title. Statements by DiGidot Technologies B.V. as to the lack of conformity with the contract or as to the deficiency in title are for the purpose of explaining the factual position only, but do not entail any waiver by DiGidot Technologies B.V. of the requirement of proper notice.

5.7. To the extent that the customer in accordance with the terms of these International Conditions of Sale is entitled to remedies because of delivery of non-conforming goods or goods with defective title, it is entitled to demand in accordance with the terms of the UN Sales Convention delivery of substitute goods or repair or to reduce the purchase price. Further claims for performance are not available to the customer.

Irrespective of the customer remedies, DiGidot Technologies B.V. is always entitled in accordance with the provision in section 3.7. to repair goods which do not conform with the contract or to supply substitute goods or to avert the customer remedies by giving it a credit note of an appropriate amount.

6. Avoidance of the Contract

6.1. The customer is only entitled to declare the contract avoided, if the respective applicable legal requirements are complied with, after it has threatened DiGidot Technologies B.V. with avoidance of the contract in writing and an additional period of time of reasonable length for performance fixed in writing has expired to no avail. If the customer claims delivery of substitute goods, repair or other performance, it is bound for a reasonable period of time to the chosen remedy, without being able to exercise the right of declaring the contract avoided. In any event, the customer must give notice of avoidance of the contract within reasonable time in writing and to DiGidot Technologies B.V. directly.

6.2. Without prejudice to its continuing legal rights, DiGidot Technologies B.V. is entitled to avoid the contract in whole or in part without compensation if the customer objects to the application of these International Conditions of Sale, if the written acknowledgement of the order is received by the customer more than 14 calendar days after its date of printing, if insolvency proceedings relating to the assets of the customer are applied for or commenced, if the customer without providing a justifiable reason does not meet fundamental obligations due towards DiGidot Technologies B.V. or towards third parties, if the customer has provided inaccurate information regarding its creditworthiness, if the cover given by a credit insurer is reduced on grounds for which DiGidot Technologies B.V. is not responsible, if DiGidot Technologies B.V. through no fault of its own does not receive supplies properly or on time, or if for other reasons DiGidot Technologies B.V. cannot be expected to fulfil its obligations by means which taking into consideration its own interests and that of the customer as far as ascertainable and legitimate at the time of formation of the contract, are unreasonable in particular in relation to the agreed counter-performance.

7. Damages

7.1. On the basis of the contract with the customer or in consequence of the contractual negotiations carried on with the customer DiGidot Technologies B.V. is only obliged to pay damages in accordance with the following provisions:

- 7.1.1. The customer is required in the first instance to rely on other remedies and can only claim damages in the event of a continuing deficiency. The customer cannot claim damages as an alternative to other remedies.
- 7.1.2. DiGidot Technologies B.V. is not liable for the conduct of suppliers or subcontractors or for damages to which the customer has contributed. Neither is DiGidot Technologies B.V. liable for impediments which occur, as a consequence of natural or political events, acts of state, industrial disputes, sabotage, accidents, terrorism, biological, physical or chemical processes or similar circumstances and which cannot be controlled by DiGidot Technologies B.V. with reasonable means. Moreover, DiGidot Technologies B.V. is only liable to the extent that its executive bodies or members of staff deliberately or in circumstances amounting to gross negligence breach contractual obligations owed to the customer.
- 7.1.3. In the event of liability DiGidot Technologies B.V. will compensate within the limits of lit. d) the proven loss to the customer to the extent that it was unavoidable for the customer and foreseeable to DiGidot Technologies B.V., at the time of the formation of the contract in respect of the occurrence of the loss and its amount. The customer must advise DiGidot Technologies B.V. in writing before formation of the contract of particular risks, atypical possibilities for damages and unusual amounts of loss. The same applies if the goods have to be fit not only for a normal use but also will be used in circumstances which are unusual or which present a particular risk to health, safety or the

environment. Moreover, the customer is required to mitigate its loss as soon as a breach of contract is or ought to be known.

- 7.1.4. DiGidot Technologies B.V. is not liable for loss of profit or damage to reputation. Moreover, the amount of damages for late or non-existent delivery is limited to 0,5 per cent for each full week of delay, up to a maximum of 5 per cent, and for other breaches of obligations is limited to an amount of 200 per cent of the value of the non-conforming part of the contract. However, this subparagraph does not apply to gross negligence by the executive bodies or the management of DiGidot Technologies B.V..
- 7.1.5. For breach of contractual obligations owed to the customer, DiGidot Technologies B.V. is obliged to pay damages exclusively in accordance with the provisions of these International Conditions of Sale. Every reliance on concurrent bases of claim, in particular of a non-contractual nature, is excluded. Equally excluded is any recourse against DiGidot Technologies B.V.'s employees, servants, members of staff, representatives and/or those employed by DiGidot Technologies B.V. in the performance of its obligations on grounds of breach of contractual obligations owed by DiGidot Technologies B.V..
- 7.1.6. Insofar as the limitation period may not already have barred the claim, claims for damages brought by the customer are excluded after six months beginning with the rejection of the claim for damages by DiGidot Technologies B.V..
- 7.2. Irrespective of DiGidot Technologies B.V.'s continuing legal or contractual claims the customer is obliged to pay damages to DiGidot Technologies B.V. as follows:
- 7.2.1. In the event of delay in payment the customer will pay the costs of judicial and extra-judicial means and proceedings, usual and accruing within the country and abroad, as well as (without evidence being necessary) interest at the rate applicable in the Netherlands for unsecured short-term loans in the agreed currency, at least however interest at 8 % over the base rate of the Dutch Federal Bank
- 7.2.2. In the case of a failure to accept delivery by the customer or of seriously late acceptance of delivery by the customer, DiGidot Technologies B.V. is entitled to claim damages without evidence being necessary up to 15% of the value of the goods to be delivered.
- 7.3. Within the bounds of what is legally possible as well as within what is usual in the trade, the customer is in its commercial relationships with its clients obliged to limit its liability both in principle and in amount.

8. Warranty

8.1. The 2-year factory warranty only applies to the products supplied by DiGidot Technologies B.V., operated adhering to DiGidot Technologies B.V. specifications and to the

IEC standard, and does only applies to product only. The warranty period starts on the earlier of the following dates: the date of delivery or the date of the invoice.

8.2. DiGidot Technologies B.V. reserves the right to decide upon the eligibility of a warranty claim. This requires the failed DiGidot Technologies B.V. products to be returned to DiGidot Technologies B.V. for analysis (with a copy of the delivery note or invoice enclosed).

8.3. In case of a fault (material or manufacturer fault) DiGidot Technologies B.V. will at its own choice repair or deliver a replacement free of charge or issue a credit note for DiGidot Technologies B.V. products, which failed verifiably due to a material or manufacturer fault within the respective duration of the warranty. Compensation of costs, including without limitation transportation costs and assembly and disassembly costs, shall be excluded.

8.4. The Warranty only applies in case of faulty DiGidot Technologies B.V. products and when the products are used within the allowed specifications (according to the datasheet) and if the products have been installed, put into operation and used professionally (according to the enclosed user instruction). Limits of temperature values (reference temperatures at the luminaires) and voltage values may not be exceeded.

8.5. DiGidot Technologies B.V. won't be accountable in any perspective for cost coming out of labour cost, material cost and any other kind of cost which are directly and indirectly resulting out of the replacement of defect items, and will reject any kind of financial or non-financial compensation.

8.6. Due to both technical improvements and change of the luminous flux of the products during standard use, there can be variations for the light specifications of the replacement compared to the original product.

9. Other Provisions

9.1. Title of the goods that have been delivered remains with DiGidot Technologies B.V. until settlement of all claims existing against the customer. The allocation of risk as to price and performance in section 3.8 is not affected by the reservation of title.

9.2. In the case of late payment by the customer, without prejudice to DiGidot Technologies B.V. continuing claims DiGidot Technologies B.V. is entitled unilaterally and without compensation to modify the contract by reducing the customer's as well as its own contractual obligations. The reduction of contractual obligations applies solely to obligations of the customer and of DiGidot Technologies B.V. which have not yet been performed at the time of the reduction and may only be made with the consequence that both the customer and DiGidot Technologies B.V. have satisfied their contractual obligations and are not obliged to perform further. The reduction does not apply to performance already rendered nor to any remedies of DiGidot Technologies B.V..

9.3. Without prejudice to DiGidot Technologies B.V. continuing claims, the customer will indemnify DiGidot Technologies B.V. without limit against all claims of third parties which are brought against DiGidot Technologies B.V. on the grounds of product liability or similar provisions, to the extent that the liability is based on circumstances which - such as, for example, the presentation of the product - were caused by the customer or other third parties without express written consent of DiGidot Technologies B.V.. In particular, the indemnity also includes the reimbursement for expenses incurred by DiGidot Technologies B.V. and is granted by the customer waiving further conditions or other objections, in particular without requiring compliance with control and recall obligations, and waiving any defense of limitation.

9.4. In relation to pictures, drawings, calculations and other documents as well as computer-software, which have been made available by DiGidot Technologies B.V. in a material or electronic form, the latter reserves all proprietary rights, copyrights, other industrial property rights as well as know-how rights.

9.5. All communications, declarations, notices etc. are to be drawn up exclusively in Dutch or English. Communications by means of fax or e-mail fulfill the requirement of being in writing.

9.6. The customer has a non-exclusive right to use the software delivered with the goods. The use of the software independently of the delivered goods and the passing on of the software to third parties is not permitted.

9.7. The customer shall (without being asked) inform DiGidot Technologies B.V. of, and keep DiGidot Technologies B.V. informed of, and whenever necessary and when first requested (but without prejudice to any wider claims by DiGidot Technologies B.V.) keep DiGidot Technologies B.V. wholly free from liability, in respect of any provisions in force outside the Netherlands which apply to any delivery of goods to the customer, in particular any requirements to be observed by DiGidot Technologies B.V. as to registration of deliveries or prior notification of intended deliveries, any duties owed by DiGidot Technologies B.V. to retain documents and any other requirements prescribed outside the Netherlands which DiGidot Technologies B.V. has to observe for access to a market.

10. Compliance with Export Control Regulations

10.1. If the customer transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by DiGidot Technologies B.V. or works and services (including all kinds of technical support) performed by DiGidot Technologies B.V. to a third party worldwide, the customer shall comply with all applicable national and international (re-) export control regulations. In any event the customer shall comply with the (re-) export control regulations of the Netherlands, of the European Union and of the United States of America.

10.2. If required to conduct export control checks, the customer, upon request by DiGidot Technologies B.V., shall promptly provide DiGidot Technologies B.V. with all information pertaining to particular end customer, destination and intended use of goods, works and services provided by DiGidot Technologies B.V., as well as any export control restrictions existing.

10.3. The customer shall indemnify and hold harmless DiGidot Technologies B.V. from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by the customer, and the customer shall compensate DiGidot Technologies B.V. for all losses and expenses resulting thereof, unless such noncompliance was not caused by fault of the customer. This provision does not imply a change in burden of proof.

11. Compliance with Export Control Regulations

DiGidot Technologies B.V.'s obligation to fulfill this agreement is subject to the proviso that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.

12. General Basis of Contracts

12.1. The place of performance and payment for all obligations arising from the legal relationship between DiGidot Technologies B.V. and the customer is the place of delivery indicated in the written acknowledgement of the order or by way of precaution Amsterdam/Netherlands. This provision also applies if DiGidot Technologies B.V. assumes the costs of money remittance, renders performance for the customer somewhere else or payment is to be made in exchange of documents or goods or in the case of restitution of performances already rendered. The agreement of INCOTERMS or clauses such as „delivery free.....“ or alike do not entail any change of the above rule as to the place of performance. DiGidot Technologies B.V. is also entitled to require payment at the place of business of the customer.

12.2. The United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (UN Sales Convention / CISG) in the English version as well as the usage in force in Dutch governs the legal relationship with the customer. The UN Sales Convention applies, above and beyond its own area of application, and regardless of reservations adopted by other states, to all contracts to which these International Conditions of Sale are to be applied according to the provisions of section 1. Where standard terms of business are used, the INCOTERMS 2010 of the International Chamber of Commerce apply taking into account the provisions stipulated in these International Conditions of Sale.

12.3. The formation of contract, including agreements as to the jurisdiction of courts and arbitrators, and the rights and obligations of the parties, also including pre-contractual and collateral obligations, as well as the interpretation are exclusively governed by the UN Sales Convention together with these International Conditions of Sale. Outside the application of

the UN Sales Convention, the legal relationship between the parties is governed by the non-uniform Swiss law, namely by the Swiss Obligationenrecht.

12.4. All contractual and extra-contractual disputes arising out of or in connection with contracts to which these International Conditions of Sale apply, shall be finally resolved by arbitration according to the Rules of the London Court of International Arbitration (LCIA) without recourse to the ordinary courts of law. The tribunal shall consist of three arbitrators, two of them shall be nominated by the respective parties, or if the amount in dispute is inferior to € 50.000, there shall be one arbitrator. The place of the arbitration shall be Zurich/Switzerland, the languages used in the arbitral proceedings shall be Dutch and/or English. However, DiGidot Technologies B.V. is also entitled instead of a claim in arbitration to bring an action before the national Courts in Amsterdam/Netherlands or at the customer's place of business, or before other courts having jurisdiction according to domestic or foreign law. Every claim or counterclaim by the customer before a national court is excluded.

12.5. If provisions of these International Conditions of Sale should be or become partly or wholly ineffective, the remaining arrangements will continue to apply. The parties are bound to replace the ineffective provision with a legally valid provision, as close as possible to the commercial meaning and purpose of the ineffective provision.