

GENERAL TERMS AND CONDITIONS FOR SALES, DELIVERIES AND PAYMENTS

Article 1 – Applicability

- 1.1 “Doco”, in the context of these General Conditions of Sale and Delivery shall mean: Doco Holding BV or the companies linked with it including, (but not limited to) Doco International BV and Doco International sro. “Product or Products”, in the context of these General Conditions of Sale and Delivery shall mean: items offered or delivered by Doco.
- 1.2 These Conditions shall apply to all offers by Doco and all agreements made with Doco.
- 1.3. Stipulations which deviate from these Conditions can only invoked by the Customer if and to the extent that they have been accepted by Doco in writing.
- 1.4 These Conditions shall have priority over any General Conditions operated by the (potential) buyer (hereinafter referred to as the “Customer”).

Article 2 – Offers, orders and agreements

- 2.1 All offers by Doco shall be non-binding. Orders and acceptances of offers by the Customer shall be irrevocable.
- 2.2 Doco shall only be committed if it has confirmed the order in writing or has commenced carrying it out. Doco shall furthermore only be bound such as accepted.
- 2.3 The Customer shall inform Doco in writing of any possible or ascertained discrepancies in a conformation of order by Doco within two working days of the date of confirmation by Doco failing which, the confirmation of order shall be deemed as having accurately and completely reflected the agreement.
- 2.4 Verbal promises or agreements by or with its personnel shall only commit Doco if confirmed in writing.
- 2.5 These General Conditions shall apply in their entirety to any amendments to the agreement.

Article 3 – Conformity

- 3.1 Details issued by Doco referring to dimensions, capacities, colours, etc. shall only be intended as a guide and are non-binding.
- 3.2 Doco shall not be bound by any pictures, descriptions, catalogues, advertising material or offers.
- 3.3 Doco shall be entitled to carry out technical changes to the Products without requiring agreement by the Customer.
- 3.4 The Customer shall satisfy himself that the Products to be ordered and/or already ordered by him conform to all government regulations applying in the country of destination. Use, assembly and/or installation of the Products in agreement with government conditions shall take place at the risk of the Customer.
- 3.5 The Customer shall guarantee the correctness, completeness and reliability of details and information forwarded to Doco by it or on its behalf.

Article 4 – Intellectual property

- 4.1 All intellectual and industrial property rights regarding the Products and the form thereof and concerning everything developed, manufactured and supplied by Doco, including handbooks, packaging, catalogues and pictures shall be the property of Doco or the supplier/ manufacturer.
- 4.2 The Customer shall not be permitted to remove or change any markings regarding patents, trade marks, trading names or other rights to intellectual or industrial property from Products.
- 4.3 The Customer shall not be permitted to use trading names, trade marks, logo's or other indications of Doco without prior written permission from Doco. In the latter case Customer shall observe all Doco's directives and instructions concerning the use of the trade marks, logo's and other indications of Doco.

Article 5 – Prices

- 5.1 Prices stated by or agreed with Doco shall include packaging costs, but exclude VAT and other taxes or levies and exclude the costs of dispatch or transport.
- 5.2 Prices stated by Doco shall be calculated for delivery ex-works (Incoterms 2000).

Article 6 – Delivery and delivery times

- 6.1 Delivery times stated are only intended as a guide and shall not be considered as final deadlines. Expiry of the delivery time shall not render Doco liable to compensation and shall not entitle the Customer not to fulfil or to suspend fulfilment of obligations under the agreement. The Customer shall however be entitled to dissolve the agreement if and as far as Doco has still not put the agreement into effect

- within a time limit set by the Customer that shall be at least equivalent to the originally stated or agreed delivery time. Doco shall in such case not be liable to compensation.
- 6.2 The delivery time shall be based on working conditions prevailing at the time of concluding the agreement and timely submission of items required by Doco for carrying out the agreement. If delay occurs due to a change of working conditions and/or failing to deliver items required by Doco on time, the delivery time shall be extended as far as necessary.
 - 6.3 The risk regarding the Products shall pass to the Customer on delivery. Delivery shall take place ex-works (Incoterms 2000).
 - 6.4 Transport and/or dispatch of the Products shall take place at the Customer's risk. The Customer shall be obliged to accept the Products immediately on arrival at their destination.
 - 6.5 If the Customer does not accept the goods or does not come/have them collected, these shall be stored at the expense and risk of the Customer as long as Doco considers this to be desired. In this case, Doco shall be entitled at all times, just as with every other (culpable) shortcoming by the Customer, to either demand the agreement be carried out or to dissolve the agreement (out of court) and without prejudice to its right to a refund for damage suffered including loss of earnings, and the costs of storage.
 - 6.6 Doco shall not be obliged to honour a request from the Customer for carrying out re- or subsequent deliveries. If Doco nevertheless proceeds, the costs shall be borne by the Customer.
 - 6.7 Doco shall be entitled to carry out an agreement in parts and to request payment for that part of the agreement that has been carried out.

Article 7 – Force majeure

- 7.1 If Doco is prevented from complying with the agreement due to force majeure, it shall be entitled to suspend its carrying out. The Customer shall in that case not be entitled to claim compensation for loss, expenses or interest.
- 7.2 Force majeure shall include: war, the danger of war, strikes, fire, accident or staff sickness, industrial disturbance, traffic congestion, invasive legal conditions, limitations to import/export, problems not foreseen by Doco in production or transport and any other circumstance not exclusively dependent of the will of Doco such as failure to deliver or deliver on time goods or services by third parties engaged by Doco.
- 7.3 In the event of force majeure, Doco shall be entitled to dissolve the agreement by written declaration with respect to the part that cannot be carried out. If the event of force majeure lasts longer than six weeks, the Customer shall also be entitled to dissolve the agreement by written declaration with respect to the part that cannot be carried out.
- 7.4 If Doco has already fulfilled some of its obligations or can only fulfil some of these when the event of force majeure occurs, it shall be entitled to invoice for the part of the agreement delivered or that can be delivered and the Customer shall be obliged to pay this invoice as if this related to a separate agreement.

Article 8 – Guarantees and complaints

- 8.1 Doco shall guarantee the reliability of Products it delivers in accordance with what the Customer may reasonably expect, based on the agreement. If Products delivered by Doco nevertheless show defects due to manufacturing and/or material faults, it shall replace the respective products entirely or partially or apply a reasonable price reduction as chosen and exclusively assessed by Doco. Assembly, installation and/or repair works shall always be at the expense (and risk) of the Customer.
- 8.2 The guarantee stated in Article 8.1 shall apply for the period of the factory guarantee or if no factory guarantee applies, for six months after the date of purchase and exclusively on production of the original invoice
- 8.3 Outside the scope of the guarantee are in any case, defects occurring due (or partly due) to normal wear and tear, assembly and/or use inconsistent with legal standards or government regulations, failure to observe maintenance regulations, incorrect or improper assembly and/or installation, overdue maintenance, incorrect or improper use, other parts, repair or other work by third parties or by the Customer without prior written permission from Doco.
- 8.4 The Customer shall immediately and thoroughly check the Products on delivery otherwise all rights of complaint and/or guarantee shall lapse. Any claim regarding the quantity of Products delivered shall be noted on the consignment or delivery note, failing which, amounts stated on the consignment or delivery note shall serve as authoritative evidence against the Customer.
- 8.5 Claims under the guarantee shall be made in writing to Doco within eight days of a defect becoming apparent. All rights under claims against Doco shall lapse if these are not made on time.

- 8.6 If the Customer makes a claim, he shall be obliged to give Doco the opportunity to inspect the Products (or have them inspected) to ascertain the defect. The Customer shall be obliged to keep the Products that are subject to the claim available for inspection by Doco, otherwise all rights of complaint and/or guarantee shall lapse.
- 8.7 Returns to Doco of products sold for whatever reason can only take place after prior authorization and dispatch and/or other instructions from Doco. The Products shall at all times remain at the expense and risk of the Customer.
- 8.8 Any defects referring to a part of Products delivered shall give the Customer no right to reject or refuse all the Products delivered.
- 8.9 Complaints shall not serve to suspend the Customer's payment obligations. Customer shall not have any right of lien with respect to Products delivered by Doco, neither on the basis of complaints nor on any other ground.
- 8.10 After discovering a defect in a Product, the Customer shall be obliged to do everything to prevent or limit damage, expressly including any direct cessation of use and trading.

Article 9 – Reservation of ownership

- 9.1 Doco shall reserve ownership of the goods delivered and to be delivered until all its demands regarding the goods delivered and to be delivered have been fulfilled by the Customer, including demands due to shortcomings in fulfilling one or more agreements.
- 9.2 If the Customer is in default in fulfilling his obligations, Doco shall be entitled to recover (or have recovered) the Products belonging to it from the place where they are being stored, at the expense of the Customer.
- 9.3 The Customer shall not be entitled to pledge or transfer ownership of Products not paid for. The Customer shall be obliged to store the Products delivered under reservation of ownership with the necessary care and clearly recognizable as the property of Doco.
- 9.4 In place of Articles 9.1 to 9.3, the Articles 9.5 to 9.11 shall apply for deliveries of Products for use in Germany.
- 9.5 Doco shall reserve ownership of the Products delivered and to be delivered until its demands regarding the Products delivered and to be delivered have been completely fulfilled by the Customer.
- 9.6 The Customer shall be entitled to process the Products in the context of his normal business activities or combine these with other items. By way of surety regarding the demands stated in Article 9.5, Doco shall acquire co-ownership of the (new) items gained by the processing or combining of Products. Co-ownership by Doco shall be in proportion to the value of the Product in the new item produced through processing or combining.
- 9.7 The Customer shall be permitted to sell the products and/or new items in the context of his normal business activities unless Doco has withdrawn this permission or unless the Customer is in default in fulfilling his obligations to payment. The Customer shall transfer, in advance, all demands including all associated rights that he has based on the (re)sale to Doco. The demands transferred shall serve as surety for all demands stated in Article 9.5. The Customer shall be entitled to collect the demands transferred unless Doco has revoked permission and unless the Customer is in default in fulfilling his payment obligations.
- 9.8 The Customer shall be obliged to inform Doco directly, in writing, as to whom he sold the Product and/or new item to and which demands he has regarding this sale. The Customer shall have prepared, at his expense, an officially certified deed of transfer of demands to Doco.
- 9.9 The Customer shall not be entitled in any other way to dispose of the Products or (other) items of which Doco has reserved ownership or of which Doco has co-ownership or the demands transferred to Doco.
- 9.10 If the Customer is in default in fulfilling his obligations or if his capital position deteriorates considerably, Doco shall be entitled to recover (or have recovered) the Products belonging to it from the place they are being stored, at the expense of the Customer. If Doco actually proceeds to demanding the return of the Products, the agreement shall only be deemed dissolved if Doco expressly declares this without prejudice to other compelling legal provisions.
- 9.11 If the value of the securities exceeds the demands by Doco in total by more than 20%, Doco shall release certain sureties to be determined by Doco on request from the Customer.

Article 10 – Payment

- 10.1 Payment of Doco invoices shall take place within 30 days of the invoice date unless otherwise agreed in writing.
- 10.2 Doco shall be entitled at all times to demand full or part payment in advance and/or receive other kinds of surety for payment.

- 10.3 If payment is not received on time, the Customer shall be liable to payment of 1.5% of the invoice amount per month from the date of expiry until the date of payment without any further notice of default being required.
- 10.4 The Customer shall bear all expenses in connection with collecting outstanding debts. The out of court costs of collection shall amount to at least 15% of the sum to be collected with a minimum of 200.00.
- 10.5 The Customer shall renounce any claim to suspension or deduction of mutually owed debts. Doco shall be entitled at all times to deduct all sums it owes to the Customer from sums owed by the Customer and/or businesses linked to the Customer to Doco whether or not claimable.
- 10.6 The whole invoice amount shall be immediately and entirely payable on failing to respect an agreed deadline on the expiry date or if the Customer becomes bankrupt, applies for (temporary) suspension of payment, statutory debt restructuring (WSNP) is applied to him and/or if any distraint is placed on goods and/or demands of the Customer. The Customer shall be obliged to inform Doco immediately if one of the above situations transpires.
- 10.7 Payments made by the Customer shall always initially serve to fulfil debts owed, then to cover interest that becomes payable and then to pay invoices due that have been outstanding the longest even if the Customer states that payment relates to a later invoice.

Article 11 – Cancellation

- 11.1 The Customer may not cancel an order once it has been placed. If the Customer nevertheless cancels an order after placing it either completely or partially, he shall be liable for payment to Doco of all costs reasonably incurred with a view to carrying out this order, the work carried out by Doco and loss of earnings incurred by Doco, plus VAT.

Article 12 – Advising

- 12.1 All advice issued by Doco and information and statements issued by Doco regarding, for example, characteristics of products to be delivered by Doco shall be entirely non-binding and be issued by Doco in the form of non-binding information. Doco shall issue no guarantee in this regard.
- 12.2 Doco shall not be responsible for any direct or indirect damage of any form or for any reason flowing from the provision of information and/or advice by Doco. The Customer shall release Doco from any third party claims except for cases of intent or gross misconduct on the part of Doco.
- 12.3 The Customer shall not be permitted to publish the content of advice or other ideas from Doco either in writing or otherwise or make these available to third parties without prior written permission from Doco.

Article 13 – Liability

- 13.1 Apart from that stated in Article 8, the Customer shall have no claim against Doco due to defects in or regarding Products delivered by Doco. Doco shall therefore not be liable for direct and/or indirect damage including damage to persons or property, immaterial or consequential damage (business and/or losses due to standstills) and all other damage arising from any other cause except for gross misconduct or intent on the part of Doco.
- 13.2 Doco shall also not be responsible in the above context for the actions or omissions of its staff or other persons within its sphere of risk.
- 13.3 The Customer shall bear the expenses and risks of loss to Products caused by damage to or destruction of packaging.
- 13.4 If Doco, based on facts and/or circumstances known to it at that moment proceeds to the exercising of a right of suspension or dissolution whilst it meanwhile irrevocably transpires that this right has been exercised unjustly, Doco shall not be responsible and shall not be obliged to proceed to compensation except for gross misconduct or intent on its part.
- 13.5 In all cases in which Doco shall be obliged to pay compensation, this shall never be more than the invoice value of the items delivered and/or services whereby or in connection with which damage is caused, with a maximum of EUR 25,000.--. If the damage is covered by Doco's company liability insurance, the compensation shall also never be more than the sum in the respective case actually paid out by the insurer.
- 13.5 Any demand against Doco unless this is recognized by Doco shall lapse by the simple expiry of 12 months after the demand arising.
- 13.6 The Customer shall release Doco from all third party claims, claims based on product liability including in connection with Doco's carrying out of the agreement, irrespective of the cause.

Article 14 – Representation

- 14.1 If the Customer acts on behalf of one or several other parties, he shall, without prejudice to the liability of those others, be liable to Doco as if he himself were the Customer.

Article 15 – Final conditions

- 15.1 If a provision of these terms and conditions should be or become partly or wholly void, the remaining conditions will continue to apply. The parties are bound to replace the void provision or the void part of the provision by a legally valid arrangement, which comes as close as possible to the commercial meaning and purpose of the void provision or void part of the provision.
- 15.2 The functioning of any international convention on the sale of movable physical goods of which the effect between parties can be excluded shall not apply and shall be hereby expressly excluded. More specifically, the applicability of the 1980 Vienna Convention (CISG) shall be expressly excluded.
- 15.3 All disputes between Doco and the Customer shall be exclusively adjudicated by the competent judge in the District of Maastricht, the Netherlands unless another judge in the Netherlands shall have complete jurisdiction. In departure to this, Doco shall be authorized to turn to the judge in the District of the Customer's place of residence/registered office.
- 15.4 All agreements concluded by Doco shall be exclusively subject to Dutch law.