

GENERAL CONDITIONS OF SALE
of
IVRA Electronics B.V.

1 Definitions

- **IVRA:** the private company with limited liability IVRA Electronics B.V., having its registered office in Arnhem, listed in the Trade Register of the Chamber of Commerce under file number 54644143;
- **Agreement:** any arrangements between IVRA and the Counterparty with regard to the delivery of items;
- **Counterparty:** the natural person or legal entity buying items from IVRA;
- **Items:** the physical objects to be delivered as described in the Agreement and forming part of the Agreement;
- **Delivery:** the act by which IVRA items are provided to the Counterparty after performance of the Agreement by IVRA.

2 Validity of General Conditions

1. These Conditions are applicable to all offers, Agreements and their execution between IVRA on the one hand and the Counterparty on the other hand.
2. Any reference by the Counterparty to their own general (trading) conditions is explicitly rejected by IVRA.
3. Amendments to Agreements with IVRA and deviations from these General Conditions are only valid if and insofar as they have been explicitly agreed in writing by the parties.
4. Insofar as applicable, the Counterparty is only allowed to retail IVRA's articles on condition that these General Conditions are declared to be applicable. This also applies to any subsequent transaction with regard to these IVRA products, with the restriction that the provisions set out in the paragraph of this Clause will only be applicable to transactions undertaken with a party acting in the course of its profession or business.

3 Offer, acceptance, formation of the Agreement

1. It always applies that an Agreement between the parties will only have been formed after IVRA has received an order from the Counterparty and IVRA has accepted this in writing.
2. If an order from the Counterparty differs in any respect from IVRA's offer, an Agreement will only be formed when IVRA has made it explicitly known in writing (via mail or e-mail) that it agrees to this deviation from the offer.
3. Unless otherwise agreed, all prices and rates as specified will be without discounts and excluding V.A.T. or other levies or taxes.

4 Order/price

1. If an order is placed without a price being quoted, it will be carried out – independently of offers and/or quotations made in the past or prices calculated in the past – at the price applicable at the time of carrying out the order.
2. If the purchase price payable by IVRA for Items to be delivered would, as a result of circumstances of an exceptional nature, such as war, insurrection or other serious developments in events at home or abroad, import or export measures, taxes and levies by the authorities including for instance by the EU, rise proportionately so far above the sales level applicable on the day of the offer or of the formation of the transaction that it cannot reasonably be required that IVRA bears the increase in the costs thus created, IVRA will be entitled to increase the price payable by the Counterparty by a reasonable and fair extra surcharge which should be proportionate to the increase in costs for IVRA.

5 Samples, models and examples

If IVRA has shown or provided a model, sample or example, this is only presumed to be shown or provided as an indication: the qualities of the Items to be delivered can deviate from the sample, model or example, unless it was explicitly stated that the delivery would be according to the sample, model or example shown or provided.

6 Packaging

1. The Counterparty is obliged, unless explicitly agreed otherwise in writing, to offer, have offered, sell, have sold, deliver or have delivered all articles marketed by IVRA and purchased by the Counterparty in the original packaging originating from IVRA without making any changes or having any changes made to them in any way whatsoever.
2. IVRA undertakes to package the Items properly (unless the nature of the Items dictates otherwise) and to protect them in a manner such that they will reach their destination in good condition via normal transport.
3. The Items will be delivered by IVRA, or despatched for delivery, to the agreed place or places in the manner determined in the order confirmation or afterwards agreed in writing.

4. If IVRA has provided pallets, boxes, containers, crates, etc. for packaging and transport, or has them provided by a third party – whether or not against repayment of money on them or a deposit – the Counterparty will be obliged to return these pallets, etc. to IVRA, all this unless this involves one-off packaging.

7 Deliveries

1. Unless explicitly otherwise agreed in writing, orders will be carried out as much as possible from stock and carriage paid by IVRA's manufacturers or by IVRA itself. However, delivery carriage paid will only take place if and insofar as orders exceed €450. With regard to orders less than €450, the transport costs will be at the expense of the Counterparty. Except insofar as it appears from these General Conditions that IVRA reserved the ownership of the Items, the ownership and risk of items will transfer to the Counterparty at the moment of delivery.
2. Delivery periods and/or delivery dates specified can never be considered as deadlines, all this unless explicitly agreed otherwise in writing.
3. Late Delivery by IVRA does not entitle the Counterparty to dissolve the Agreement, unless the delivery time has been unreasonably exceeded. Before the Counterparty can rely on dissolution of the Agreement, the Counterparty must send a notice of default to IVRA and specify a further reasonable period (i.e. at least fifteen working days) within which IVRA should fulfil the Agreement. The Counterparty will never be entitled to dissolve the Agreement due to late Delivery by IVRA if this late Delivery is attributable to force majeure on the part of IVRA.
4. If for any reason whatsoever the Counterparty is unable to take receipt of the Items at the agreed moment in time whilst the Items are ready for despatch, IVRA will at the Counterparty's request retain and protect the Items, if IVRA's storage facilities allow for this, and take all reasonable measures to prevent deterioration in quality, until they are delivered to the Counterparty. In such a case the risk for the Items will already transfer to the Counterparty at the moment that the Counterparty requests that the goods be taken into storage. The Counterparty will reimburse IVRA for the storage costs according to the rate applicable at IVRA, and if it has no applicable rates, according to the usual rates in the sector from the moment that the Items are ready for despatch or from the date of the delivery agreed in the Agreement whichever is the later.

8 Payment

1. All payments due from the Counterparty for any reason whatsoever must be paid within the agreed period or in the absence of any agreed payment period, within 30 days after the invoice date, without deduction of any discounts. The Counterparty is not allowed to set-off any claims.
2. For deliveries with a sales value up to €100 (excl. VAT), a surcharge for administration costs will be passed on to the Counterparty.
3. IVRA is always entitled to demand cash payment before the Delivery of the Items to the Counterparty. IVRA is also entitled, when it doubts the Counterparty's ability to pay, to suspend the Delivery of Items until the Counterparty has either paid or has provided sufficient security for the payment.
4. If the Counterparty has not paid any amount due within the agreed period or not within 30 days after the invoice date, it will be in default and will therefore owe immediately interest on the invoice amount for each month or part of it that the Counterparty is in default of payment, without a notice of default or demand being required to this end. This interest rate amounts to 1% per month or part month.
5. If the Counterparty does not fulfil its payment obligations within due time and does not act upon a demand giving a period in order to properly fulfil as yet the obligation within seven days either, IVRA will be entitled to dissolve the Agreement by means of a written statement without any judicial intervention. In that case the Counterparty will be liable for all losses suffered by IVRA of any nature whatsoever, for instance consisting of loss of profit, transport costs and costs of sending the notice of default. All judicial and extrajudicial collection costs will be at the expense of the Counterparty. The extra-judicial collection costs are fixed at 15% of the principal sum or as so much more as they are in actuality (as appears from amounts IVRA is or will be charged for).
6. Notwithstanding any provisions elsewhere in these General Conditions, the Agreement with the Counterparty will be dissolved without judicial intervention and after a written statement at the moment at which the Counterparty is declared bankrupt, applies for its moratorium, loses the power to dispose of its capital or parts thereof due to it being seized, being placed under guardianship or otherwise, unless the curator or administrator acknowledges the obligations arising from this Agreement as a debt of the estate and provides security for any payment. At that moment in time as meant in the previous sentence, all claims on the Counterparty become immediately due and payable for set-off.

9 Sale of IVRA products

The Counterparty is forbidden to place, have placed, distribute or have distributed any adverts or announcements of misleading content or a misleading purport, or adverts or announcements that might prejudice IVRA's advertising, or to make directly or indirectly misleading offers in connection with the sale of Items of and/or the provision of services by IVRA.

10 Warranty

IVRA is liable to its Counterparty for direct loss to and by goods occurring within 12 months after Delivery by IVRA to the Counterparty. IVRA will never be liable for loss if this is the result of the fact that the Counterparty or a counterparty is using the Items contrary to the instructions provided with them or otherwise makes a mistake in connection with the use, whether or not for the purpose for which it is suitable. IVRA's liability will at all times be limited to repairing a faulty Item free of charge or to replacing that Item or a part of it, all this at the discretion of IVRA.

11 Liability

IVRA will only be liable towards the Counterparty in the following manner:

1. With regard to loss as a result of defects in delivered Items only the liability applies as provided for in Clause 10 (Warranty) of these Conditions.
2. IVRA will only be liable if loss has been caused by the intention or gross negligence of IVRA or its subordinates;
3. IVRA's liability is limited to the amount of the payment to be made by the insurer of the user in a respective case.
4. If in any particular case the insurance does not offer any cover or does not make a payment and IVRA is liable, the liability of IVRA will be limited to twice the invoice value of the transaction, in any case that part of the transaction to which the liability relates.
5. Any liability exceeding this, including liability for indirect or consequential loss and liability due to exceeding the delivery periods, is excluded.

12 Force majeure

1. IVRA will never be liable for any failure in the fulfilment of its obligations under an Agreement, any loss arising from it of any nature whatsoever, or any other wrongful act by IVRA, its employees or third parties engaged by it insofar as this liability is the result of a force majeure situation.
2. Delivery periods will be extended by, or the provision of services will be suspended for, the period during which IVRA is prevented from fulfilling its obligations due to force majeure, without IVRA being obliged to pay any compensation for loss as a result of the delayed Delivery or suspended services.
3. A situation of force majeure on the side of IVRA is present if after having entered the Agreement, IVRA is prevented from complying with its obligations under this Agreement or from its preparations as a result of for instance but not limited to war, danger of war, civil war, riots, war risk, pandemics, fire, water damage, flood, strike, sit-down strike, exclusion, import and export restrictions, government measures, defects to machines, faults in the supply of energy, all this both in the business of IVRA as well as in that of third parties from whom IVRA has to procure in part or in whole the required materials, Items or raw materials, as well as in storage or during transport whether or not carried out by IVRA itself and moreover by all other causes beyond the fault or risk of IVRA.
4. If due to force majeure the Delivery of Items or the provision of services is delayed for more than two months, IVRA and the Counterparty will both be entitled to dissolve the Agreement extra-judicially by means of a registered letter. In that case IVRA will only be entitled to reimbursement of the costs already incurred at that moment.

13 Retention of title

The ownership of the items delivered by IVRA will only transfer to the Counterparty when the latter has completely fulfilled its obligations to IVRA under the Agreement entered into between them, of any nature whatsoever. In the unlikely event that the Counterparty has not or not within due time fulfilled one of its obligations, IVRA will be entitled to claim back as its property all Items or parts of the goods which IVRA delivered in connection with the respective transaction. IVRA will also be entitled to do this insofar as the Items are situated with third parties (not being consumers) as a result of having been passed on as meant above, on the understanding that in this connection IVRA will restrict itself to claiming back items with regard to which IVRA has not received (complete) payment. With a view to taking back Items as meant above the Counterparty will be credited by IVRA for the value which must be attributed to those Items, this at IVRA's discretion, reduced by all the costs involved in taking them back, notwithstanding the right of IVRA to compensation for loss arisen and still to arise from this for IVRA. The Counterparty is never entitled to pledge the unpaid Items for the security of a third party or otherwise encumber them with any right for the benefit of a third party.

14 Applicable law and competent court

1. All disputes arising from offers and Deliveries as well as from Purchase Agreements or Agreements of Sale and the like are subject to the judgement of the competent court in the district of Gelderland.
2. All transactions with IVRA or all acts of, with or with regard to IVRA are governed by Dutch law.

15 Amendments and where these Conditions can be found

1. These Conditions are filed with the office of the Chamber of Commerce for Central Gelderland. The latest filed version will at all times be applicable and/or the version as it was in force during the formation of the respective transaction.
2. IVRA reserves the right to amend these General Conditions unilaterally. IVRA will notify the Counterparty of the amendment allowing a reasonable period prior to the amendment becoming effective. The Counterparty has the opportunity to dissolve the Agreement or have it dissolved within two weeks after the said notice exclusively on the basis of the amendments implemented by IVRA in the Agreement.