

General Terms and Conditions of Sale and Delivery

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- 1. Definitions.** In the present general terms and conditions, the following terms are used in the sense given below, unless explicitly indicated otherwise. (a) "U-CyTech" means the user of the general terms; (b) "Buyer" means U-CyTech's opposite party, acting in the course of a business or profession; (c) "Agreement" means the agreement between U-CyTech and Buyer.
- 2. General.** These General Terms and conditions shall apply to every offer, contract and agreement entered into between the Buyer and U-CyTech to which U-CyTech has declared the General Terms and Conditions applicable, unless there is an explicit deviation agreed upon in writing between the parties. If one or more stipulations in the present general terms and conditions should be null and void or declared null and void, then the other stipulations of the present general terms and conditions shall remain fully applicable.
- 3. Offers and quotes.** Offers and quotes submitted by U-CyTech are not binding and shall be valid for a period of thirty days, unless indicated otherwise. Terms of delivery given in U-CyTech's offers or quotes shall only be tentative and exceeding these terms of delivery shall not entitle Buyer to dissolution or damages, unless explicitly agreed upon otherwise. Only if and insofar as the offer or quote is accepted by the Buyer in writing within the term of validity, will U-CyTech be obliged to adhere to the prices offered, unless there are exceptional situations. Unless otherwise specified, the prices included in the offer or quote are exclusive of VAT and other government levies, as well as of shipment costs and possible packaging and administration costs.
- 4. Execution of the Agreement.** U-CyTech shall execute the agreement to the best of his knowledge and ability. If and in so far required for the proper execution of the agreement, U-CyTech shall have the right to have certain work done by third parties. The Buyer shall see to it that U-CyTech shall be provided in due time with all data which U-CyTech has said to be necessary or which the Buyer must in all reasonableness understand to be necessary to the execution of the agreement. If U-CyTech has not been provided in due time with the data necessary to the execution of the agreement, U-CyTech shall have the right to suspend the execution of the agreement and / or to charge the Buyer for the additional costs resulting from the delay at the generally accepted rates. U-CyTech shall not be liable for damage of whatever nature caused by the fact that U-CyTech worked on the basis of incorrect and / or incomplete data provided by the Buyer, unless U-CyTech should have been aware of said incorrectness or incompleteness. If parties have agreed that the agreement will be executed in stages, U-CyTech can suspend the execution of the parts belonging to a following stage until the Buyer has approved in writing the results of the stage prior to it. Buyer shall safeguard U-CyTech against possible claims filed by third parties who may sustain damage attributable to Buyer in connection with the execution of the agreement.
- 5. Prices.** Unless expressly stated otherwise, the prices quoted by U-CyTech are in Euro (€) and (a) exclusive of VAT, import duties and other taxes, levies and duties; (b) exclusive of transport and insurance costs; (d) Ex Works (in accordance with Incoterms). If U-CyTech and Buyer have agreed upon a specific price, U-CyTech shall nevertheless be entitled to increase the price, if it is able to prove that significant changes in prices of raw materials, currencies and/or wages occurred between the moment the offer was made and the moment of delivery. If the price increase exceeds 10%, the Buyer is entitled to dissolve the agreement, unless said price increase is the result of a change to the agreement or arises from a competent authority pursuant to the law.
- 6. Delivery and delivery time.** The Products will be delivered F.C.A. origin (in accordance with Incoterms) unless otherwise specified. Buyer shall be held to take delivery of the products at the moment that U-CyTech delivers them to him or has them delivered, or the moment at which the products are put at Buyer's disposal under the agreement. If the Buyer refuses to take delivery or fails to give the information or instructions necessary to the delivery, U-CyTech shall be entitled to store the products at Buyer's risk and expense. If, in the framework of the execution of the agreement, U-CyTech requires data to be given by the Buyer, the term of delivery shall commence after the Buyer has provided U-CyTech with said data. The delivery dates stated by U-CyTech are always approximate and failure to meet them will not result in default or in the forfeiture of any rights. If a term is exceeded, the Buyer must give U-CyTech notice of default in writing. U-CyTech shall be entitled to deliver the products in parts, unless such is deviated from in writing in the agreement or if the partial delivery does not represent an independent value. U-CyTech shall be entitled to invoice the thus delivered products separately.
- 7. Packing and transport.** U-CyTech shall determine the method of packing, shipment and courier based on its experience, unless agreed otherwise.
- 8. Changes to the agreement.** If it is shown during the execution of the agreement that the work to be done needs to be changed and / or supplemented in order to ensure its proper execution, parties shall adapt the agreement accordingly in due time and in mutual consultations. If parties agree that the agreement needs to be changed and / or supplemented, this decision may influence the time of completion of the execution. U-CyTech shall inform the Buyer thereof as soon as possible. Should the change and / or supplement to the agreement have any financial and / or qualitative consequences, U-CyTech shall inform Buyer thereof in advance. If a fixed rate has been agreed upon then U-CyTech shall indicate the degree to which the change or supplement to the agreement will result in an increase of said fixed rate. Contrary to the conditions governing this matter, U-CyTech shall not be able to charge additional costs if the change or supplement is the result of circumstances attributable to U-CyTech.
- 9. Payment and default.** Payment must be made in accordance with the terms of payment given in the invoice and in the currency in which the products were invoiced. If no specific conditions are stated in the invoice, the Buyer shall pay within thirty days of the given date of invoice. Contestation of the amount of the invoices shall not suspend the fulfillment of the payment obligation. If Buyer fails to fulfill his payment obligation within the given terms, then Buyer also owe a charge (as from the day the Buyer is in default) at the rate of one and one-half percent (1.5%) percent per month, or the maximum allowed by law, whichever is less. Further shipment of products may be declined without advance notice if Buyer fails to make any payment when due, or if the financial condition of Buyer becomes unsatisfactory to U-CyTech.
- 10. Inspection and Complaints.** Buyer shall be held to examine the delivered products (to have the delivered products inspected) the moment of delivery (handing over), but in any case in as short a period of time as possible. In this respect, Buyer must examine whether the quality and the quantity of the delivered products comply with what was agreed upon, or at least whether they meet the requirements applying to said products in normal (business) transactions. Possible visible shortcomings must be communicated in writing to U-CyTech within three days following delivery. Non-visible shortcomings must be reported within three weeks following their detection but no later than 6 months following delivery. If in accordance with the previous paragraph, Buyer files his complaint in due time, he shall still be held to take delivery and effect payment of the products purchased. If Buyer wishes to return defect products, he shall do so following prior consent in writing from U-CyTech.
- 11. Reservation of ownership - transfer of risk.** All products delivered by U-CyTech shall remain U-CyTech's property until Buyer has fully paid the price and related costs for this product, as well as the late charge and compensation that would be due by virtue of late payment of this price. Before full payment is made, and unless explicitly agreed otherwise in writing, the Buyer may not alienate the product, encumber it with securities, or transform it in any way; in that time span, the Buyer will conserve the product safely and have it insured; it will also conserve it in a way it can be identified individually, explicitly confirming that it is property of U-CyTech. The risk of loss off, destruction, or damage to the product (also if caused by force majeure) shall nevertheless transfer to Buyer as soon as the product is delivered to the Buyer or of third parties to be appointed by Buyer.
- 12. Guarantee.** U-CyTech guarantees that the supplied products shall meet the quality and their promised requirements as well as the correct working in accordance with the accompanying product specifications. The guarantee mentioned under 1 shall be valid for a period as indicated on the agreement. The minimum period is 3 months following delivery. If the supplied products do not comply with said guarantee, U-CyTech shall, at his discretion, replace or see to the repair of the products, within a reasonable period of time following receipt thereof, or, if the products cannot be returned in reason, following notification of the defect by the Buyer. In the event the products are replaced, the Buyer shall undertake action to return the replaced products to U-CyTech and to transfer ownership to U-CyTech. The guarantee mentioned for this purpose shall not apply when the defect originated as the result of injudicious or improper use or when the Buyer or third parties have introduced changes or tried to introduce changes to the products without U-CyTech's consent in writing or if they have used it for purposes for which the products were not intended and in general if Buyer with respect to the products has failed in his duty to show carefulness which reasonably can be expected from Buyer. If the guarantee given by U-CyTech concerns products produced by a third party, the guarantee shall be limited to the guarantee given by the producer of the products.

- 13. Suspension and Dissolution.** U-CyTech shall be authorized to suspend the fulfillment of the obligations under the agreement, in the event that (a) Buyer does not fulfill or does not fully fulfill his obligations resulting from the agreement or in case of liquidation, bankruptcy, seizure or suspension of payment with respect to the Buyer; (b) after the agreement has been concluded, U-CyTech learns of circumstances giving good ground to fear that the Buyer will not fulfill his obligations. If good ground exists to fear that the Buyer will only partially or improperly fulfill his obligations, suspension shall only be allowed in so far the shortcoming justifies such action; (c) Buyer was asked to furnish security to guarantee the fulfillment of his obligations resulting from the agreement when the contract was concluded and that this security is not provided or insufficient. As soon as security is furnished, the authorization to suspend shall lapse, unless said fulfillment has been unreasonably delayed because of it. U-CyTech shall furthermore be authorized to have the agreement dissolved if circumstances arise of such a nature that fulfillment of the obligations becomes impossible or can no longer be demanded in accordance with the requirements of reasonableness and fairness, or if other circumstances arise of such a nature that the unaltered maintenance of the agreement can no longer be demanded in all reasonableness. If the agreement is dissolved, U-CyTech's claims against the Buyer shall be forthwith due and payable. If U-CyTech suspends fulfillment of his obligations, he shall retain his rights under the law and the agreement. U-CyTech shall always retain the right to claim damages.
- 14. Return of Products Put at Buyer's Disposal.** If U-CyTech has put products at Buyer's disposal during and in connection with the execution of the agreement, Buyer shall be held to return the delivered products within 14 days in their original state, free of defects and in their entirety. If Buyer fails to fulfill this obligation, all resulting damage and costs shall be at Buyer's expense. If, for any reason whatsoever, Buyer still remains in default to fulfill the obligation mentioned above after being warned to do so, U-CyTech shall be entitled to recover the resulting damage and costs, including replacement costs, from Buyer.
- 15. Liability limitation.** Except to the extent caused by U-CyTech's gross negligence or willful misconduct, or required by applicable law, U-CyTech shall have no liability for any loss of use or profits, procurement of substitute products or any indirect, consequential, incidental, or special damages of any kind, however caused and regardless of form of action whether in contract, tort (including negligence), strict product liability or otherwise, even if U-CyTech has been advised of the possibility of such damages; as to any U-CyTech's liability not legally subject to the foregoing, U-CyTech's liability shall be limited to the invoice value of the transaction, at least to that part of the transaction to which the liability relates. U-CyTech liability for direct damage shall at all times be limited to a maximum of EUR 1500 (one thousand five hundred euro). Buyer understands that the risks of loss hereunder are reflected in the price of the products and that these terms would have been different if there had been a different allocation of risk.
- 16. Force Majeure.** For the purposes of these Terms and Conditions, force majeure comprises, in addition to its statutory meaning or its meaning in case law, all external causes, both foreseen and unforeseen, upon which U-CyTech cannot exert any influence, but as a result of which U-CyTech will not be able to fulfill its obligations, including industrial actions within the company of U-CyTech. If force majeure emerge in the purchasing-, production-, distribution- or any other necessary type of process that make the delivery or timely delivery or the performance of any other obligation impossible (or strongly impede this) then U-CyTech, depending on the nature of the circumstances, has the right to terminate the contract or suspend or postpone the performance of its obligations. U-CyTech will not incur any liability if this occurs.
- 17. Intellectual Property and Copyrights.** All right of intellectual and industrial ownership to the products, analyses, designs, documentation, reports, proposals, and preparatory materials for the same developed or made available by U-Cytech for the Buyer, remains exclusively with U-CyTech. The Buyer shall not be allowed to introduce changes to the products provided, unless the nature of the delivered products dictates otherwise or if agreed upon otherwise in writing. If, contrary to expectation, a product sold by U-CyTech to the Buyer infringes an industrial or intellectual ownership right of a third party and the Buyer is held liable, then the Buyer is obliged at once to inform U-Cytech in writing of the situation. In this case U-CyTech has at his discretion either to supply the right to use that product to the Buyer, or to modify the product in such a way that there is no further infringement, or to deliver a replacement product that does not infringe the right, or once he receives the product back to repay to the Buyer the purchase price. The Buyer shall safeguard U-CyTech against claims filed by third parties concerning intellectual property rights on material or data provided by the Buyer, which shall be used for and during the execution of the agreement.
- 18. Secrecy.** Both parties shall be bound to secrecy of all confidential information they have received within the scope of their agreement from each other or from another source. Information shall be considered to be confidential if the Buyer has indicated so or if the confidential character results from the nature of the information. If a statutory provision or a judicial decision compels U-Cytech to convey confidential information to third parties designated by law or by the court and U-CyTech cannot for that purpose invoke a legal right to refuse to give evidence or such a right acknowledged or allowed by the competent court, U-CyTech shall not be held to pay damages or compensation and the opposite party shall not be entitled to demand the dissolution of the agreement on the ground of any damage resulting from said circumstance.
- 19. Disputes.** The Court in U-CyTech's place of business shall have exclusive jurisdiction to hear actions, unless the District Court is the competent Court. U-CyTech shall nevertheless be entitled to submit the dispute to the Court deemed competent by the law. Parties shall only refer the matter to the court if they have done their utmost to solve the dispute in mutual consultations.
- 20. Applicable Law.** Dutch law shall apply to each and every agreement between U-CyTech and the Buyer. The U.N. Convention on Contracts for the International Sale of Products shall not apply to these Terms and Conditions.
- 21. Changes to the Terms and Conditions and their location.** The present terms and conditions have been filed at the office of the Chamber of Commerce in Utrecht, The Netherlands. The most recently filed version shall always apply, or, as the case maybe, the version valid at the time the agreement was concluded.