

1. Definitions

In these general conditions of sale and in any agreement referring to these general terms and conditions, the following terms shall have the meanings as described behind them, the plural of each term having the same meaning as the singular and vice versa:

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| 1.1 | Device | : | The device as specified in the Agreement or in any related document. |
| 1.2 | Goods | : | Devices, components, software, systems and all other goods to be sold and supplied by the Seller. |
| 1.3 | Buyer | : | The person who or the company which wants to buy Goods from the Seller on the basis of an Agreement to be entered into with the Seller. |
| 1.4 | Agreement | : | Any agreement entered into by Buyer and Seller on which basis the Seller sells Goods to the Buyer. |
| 1.5 | Seller | : | IDT Europe bvba |

2. General

2.1. *These general terms and conditions shall apply to any and all offers from and Agreements with the Seller. Any variations of these terms and conditions should expressly be mentioned in an offer or Agreement. If any of the provisions of these general terms and conditions is declared null and void, it will not affect the validity of the remaining provisions hereof.*

2.2. *Terms and conditions of the Buyer in any form are therefore not applicable unless otherwise agreed in writing by Buyer and Seller.*

3. Offer and Agreement

3.1. *Any offer from the Seller shall be without obligation and shall not bind the Seller, nor shall it be binding if it contains a term for acceptance. If the Buyer accepts an offer without obligation, the Seller is entitled to revoke this offer within five working days upon receipt of the acceptance.*

3.2. *The Seller shall be entitled to charge the Buyer for any costs incurred to make or submit an offer if no Agreement is entered into.*

3.3. *All brochures, price lists supplied with the offer and all information given in this documentation under any form as well as all other documents in writing shall remain the intellectual property of the Seller. The Buyer shall be explicitly forbidden to reproduce and/or in any way disclose to third parties, make available or sell such information without the prior written consent of the Seller.*

3.4. *No commitment, in the form of an order or otherwise, placed by the Buyer shall be valid under this Agreement unless the Seller has explicitly accepted this order, subject to these general terms and conditions.*

3.5. *Seller's offer or confirmation of order is considered to represent the Agreement truly and completely. Any additions and/or changes made at a later stage as well as promises by or on behalf of the Seller or its auxiliary persons or intermediaries shall only be binding if these have been confirmed in writing by the Seller, namely by a person who is competent in the matter.*

3.6. *The Seller shall be entitled, at the time of or after concluding the Agreement, prior to performing, to require security from the Buyer that the payment obligations as well as any other obligations will be fulfilled.*

4. Delivery and delivery period; transfer of risk

4.1. *Delivery shall take place ex house, unless otherwise agreed.*

4.2. *The delivery periods stated by the Seller will never be considered as firm date, unless otherwise explicitly agreed in writing. In case of overdue delivery, the Seller shall therefore explicitly, in writing, be declared in default before the Seller can become in default.*

4.3. *The Seller shall be obliged as much as possible to observe the period or term of delivery stated, but shall never be liable for any exceeding of the period or term and in case of exceeding it the Seller shall not be obliged to pay compensation for any damage and/or loss. Exceeding the delivery period does not entitle the Buyer to dissolve the Agreement or to refuse purchase. If the delivery period is excessively exceeded, parties will enter into consultation with each other.*

4.4. *The Seller shall be entitled to suspend delivery as long as a Buyer has not fulfilled all its obligations towards the Seller. This suspension will be valid until the Buyer has fulfilled these obligations.*

4.5. *If Goods are not purchased by the Buyer within the period or term of delivery, or if the Buyer does not observe an on-call term agreed on, the Seller is entitled to consider the Agreement dissolved without prior notice of default or further notice of it to the Buyer, without the Seller being liable for any loss or damage sustained or to be sustained by the Seller and to invoice the Goods concerned to the Buyer. The Seller is further entitled to store the Goods concerned, or have them stored, at its own discretion but entirely at the Buyer's expense and risk.*

4.6. *In case of the Buyer's failure to purchase or call on Goods within the applicable term, the Seller shall, optionally, either claim fulfillment by the Buyer or dissolve the Agreement, without prejudice to the Seller's right to claim damages, in either case.*

5. Retention of title; right of retention

5.1. The Seller shall retain title to all Goods sold and/or supplied to the Buyer by or on behalf of the Seller, as long as the Buyer is in default of payment of its debts under this Agreement or similar agreements, including without limitation all interests and costs. The Seller is entitled to repossess these Goods and take the relevant measures, without prejudice to the Seller's right of payment of the (remaining) purchase price or damages.

5.2. The Goods to which the Seller retains the title and which are in the hands of the Buyer, may only be used by the Buyer in the context of the Buyer's normal business activities.

5.3. The Buyer shall be obliged, as long as the title of the Goods supplied by or on behalf of the Seller in accordance with the provisions of Article 5.1 is still in the hands of the Seller, to keep these Goods separated from other Goods in such a way that they are simply and clearly identifiable as the Seller's Goods.

5.4. In case of nonpayment of any due and payable amount by Buyer to Seller and further if the Agreement is terminated, the Seller shall be entitled to claim back as property the Goods regarding which the retention of title applies and to take the relevant measures (or have them taken) to repossess the Goods, at the Buyer's expense, without prejudice to the Seller's right of payment of the (remaining) purchase price or damages.

5.5. To all Goods which are in the hands of the Seller from or on behalf of the Buyer, regardless its cause or reason, the Seller shall have the right of retention as long as the Buyer has not or not entirely fulfilled all its obligations towards the Seller.

6. Force Majeure

6.1. The Seller shall be excused from the performance of any obligation in the event that its performance is prevented as a result of force majeure, meaning any circumstance beyond Seller's control or any unforeseen circumstance, for which the Seller is in reason neither to blame, nor can be held accountable by law, juristic act or according to generally accepted standards.

6.2. Force majeure is considered to be any situation, cause or event, wherever it occurs or takes place, temporarily or permanently impeding, or rendering impossible or unreasonably onerous, the correct, full and/or due performance of any obligation of the Seller, and which situation, cause or event cannot be reasonably prevented or rectified by the Seller.

6.3. Circumstances, causes or events presenting force majeure shall be understood to include but not be limited to fire, theft, weather conditions and/or natural phenomena, a breakdown of plant or machinery, a power failure, delay of transportations and the failure to deliver or overdue delivery by a supplier of the Seller.

6.4. 'Force majeure' is also considered to include the effects of any such circumstance, cause or event as set out in the Articles 6.2 and 6.3.

6.5. If the Seller as a result of force majeure is prevented from fulfilling its obligations with regard to one or several of its Buyers, but not the obligations with respect to all Buyers, the Seller is entitled to decide, at its own discretion, which of the obligations it will fulfill and for which Buyers, as well as the order in which this will happen.

6.6. In case of an event of temporary force majeure, the Seller shall be entitled to extend the delivery period by the period during which the temporary impediment to delivery applies. If the temporary case of force majeure takes longer than six months, the Buyer shall be entitled to dissolve the Agreement. The last-mentioned right, however, will lapse as soon as the situation of temporary force majeure will be terminated and the right to dissolution has not yet been invoked.

6.7. The Seller shall be entitled to demand payment relating to anything performed by or on behalf of its execution of the Agreement with the Buyer, before the circumstance, cause or event presenting force majeure took place or became manifest.

6.8. In case of an event of force majeure, the Buyer shall not be entitled to proceed to dissolution of the Agreement, subject to the provisions of Article 6.6, and/or claim damages.

7. Prices

7.1. Prices used by the Seller shall be in Euro and shall be solely applicable to the performance or size of delivery as mentioned in an offer, confirmation of order or Agreement. Any additional or special performance shall be charged separately. The Seller shall only be bound by the prices used if and to the extent that the Seller in writing has explicitly confirmed these prices.

7.2. The prices used by the Seller are:

- a) based on the level of purchase prices, wages, wage costs, social security charges and governmental charges, cost of transportation, insurance premiums and other costs current at the time of offer or at the order date respectively;
- b) based on delivery ex house of the Seller unless otherwise agreed;
- c) exclusive of BTW (Dutch VAT), import duty and other taxes, levies and duties, and
- d) exclusive of cost of assembly, installation and putting into operation.

7.3. The Seller reserves the right to alter prices without prior notice, unless otherwise beforehand agreed in writing.

7.4. In case of an increase in one or several price-increasing factors - including a rise in cost prices and cost of materials, labour costs, social security charges, taxes, cost of transportation, (factory) prices of suppliers, as well as a change in currency ratios, arisen after making the offer or the formation of the Agreement, the Seller shall have the right to pass on this increase in price to the Buyer.

7.5. If an order or delivery amounts to less than EURO 250, the Seller reserves the right to charge cost of administration and/or transportation.

8. Intellectual property

8.1. All intellectual property rights in and to all software in the broadest sense, equipment or other materials such as analyses, specifications, designs, source codes, documentation, reports, offers as well as their preparatory material, developed or made available under this Agreement, shall solely remain vested in the Seller or its licensors.

8.2. The Buyer undertakes to keep secret, not to make available to third parties, to sell, pass or make available and only use for the purpose for which it was made available to the Buyer, the specific features of the Goods, particularly if these relate to Devices or software.

8.3. The Buyer shall not be allowed to remove or change any copyright notice, brands, brand names or other intellectual or industrial property rights from the Goods, in particular if these relate to Equipment or software, including notices with regard to their confidential nature and secrecy.

8.4. The Seller may not in any way be held liable for infringement of any industrial or intellectual property right or any other exclusive right which is the result of any alteration in or to Goods sold and/or delivered by or on behalf of the Seller, which is other than as specified or assumed by the Seller, or which is the result of integration with or of use or application in combination with Goods not sold and/or delivered by or on behalf of the Seller, or which is the result of any software adjustment which has not been implemented by the Seller.

9. Faults and defects

9.1. The Buyer shall be obliged to inspect the Goods supplied by the Seller for faults and defects immediately after delivery or transfer. The Buyer should at all times follow the instructions given by the Seller with regard to the Goods.

9.2. The Buyer shall be deemed to have received the Goods in good condition and free from defects, unless the Buyer has notified the Seller in writing of faults and defects within fourteen days after the Goods have been delivered or transferred by the Seller, or immediately after the defect has been discovered or identified or in reason could have been discovered or identified. Any claims or defenses with regard to the fact that the Goods delivered do not fulfill the Agreement shall lapse anyway after one year on delivery.

9.3. If faults and defects have arisen from damage in transit, packaging that has already been opened or an incorrect number of packages, the Buyer shall be obliged to mention this on the consignment note or on the document submitted for signature on taking delivery of or at the delivery of the Goods.

9.4. A fault or defect shall only be regarded as such if the Buyer can show this and if this fault or defect can be reproduced.

9.5. In the event of a proven well-founded complaint about the Goods delivered or supplied, the Seller has the right to replace those Goods with similar Goods. In this case, the Seller shall not be obliged to any reimbursement of any damage, except in the event that this damage is due to the Seller's intention or deliberate recklessness.

9.6. Reporting a fault or defect will not suspend the Buyer's obligation to pay with regard to the Goods in dispute.

9.7. Any obligation to repair any faults and defects shall lapse if the Buyer has made changes to the Goods.

9.8. The Seller shall only accept returned Goods if they have been returned in the original state and packaging according to an agreement with the Seller.

10. Guarantee/service

10.1. The Seller shall guarantee, subject to the other provisions set out in these terms and conditions, the solidity of the Goods during a period of up to twelve months from delivery. The guarantee is solely applicable to unused Goods. Guarantee for Goods purchased elsewhere by the Seller is only given if and to the extent that the original supplier has also given it to the Seller.

10.2. A claim under the guarantee should be made in writing.

10.3. After a claim has been made under the guarantee, the Seller shall indicate in what way actions should be taken. The Buyer shall be obliged to follow the Seller's instructions and directions.

10.4. Defects to Goods or their components covered by the terms and conditions of the guarantee, shall be, solely at the Seller's discretion:

- either repaired free of charge,
- or replaced with a new delivery if the defects, at the discretion of the Seller and/or the manufacturer, are due to construction faults or faults or defects in materials used, rendering the Goods unusable for the Buyer for the purpose for which they in reason can be deemed to be designated.

10.5. Goods, components and materials that, in the context of work carried out under guarantee, are replaced by the Seller, shall become the property of the Seller without any compensation in return.

10.6. If Goods returned to the Seller by or on behalf of the Buyer for correction, repair or replacement, are not defective, all costs incurred by the Seller shall be borne by the Buyer.

10.7. All guarantee agreements lapse if:

- the Buyer has made changes or has these made to the Goods itself, has performed work or has it performed on the Goods, or if the Goods are not or have not been precisely used in accordance with the instructions or directions;
- if the Goods are used or applied for other purposes than for which these Goods have been designated;
- the Buyer has not warehoused or stored the Goods in a way required for that purpose;
- defects to or in the Goods are the result of actions or omissions to be blamed on the Buyer;
- the Buyer has otherwise failed to comply with one or several obligations towards the Seller.

11. Liability

11.1. If and to the extent that the Seller could be held liable, for whatever reason, this liability is solely limited to the invoice value of the performance giving cause to damage.

11.2. The Seller shall not be liable for any indirect loss or damage, including consequential damage, loss of profit, loss of savings and loss due to business interruption.

11.3. The Seller shall not be liable for any loss or damage arising from the non-compliance of Goods delivered or transferred by the Seller with statutory or other requirements prescribed by the government with regard to (the use of) these Goods.

11.4. The limitations of liability set out in Articles 11.1 to 11.3 shall not apply in the event of the Seller's demonstrable intention or deliberate recklessness and the Buyer shows, in addition, that the Buyer is in no way to blame.

11.5. The Buyer shall indemnify the Seller against third party claims with regard to Goods delivered by the Seller unless it has been established judicially that these claims are a direct result of the Seller's intention or deliberate recklessness and the Buyer shows, in addition, that the Buyer is in no way to blame.

11.6. Without prejudice to the provisions in this Article, though, any claim for damages shall lapse after twelve months after the damage has manifested itself or has been discovered or identified or in reason could have been discovered or identified.

12. Export control

12.1. You acknowledge that our products may have technology and software which are subject to the US/EU export administration regulations and laws of the country where it will be delivered/used. You must comply with all these laws. Products cannot be sold, leased or handed over to endusers/countries subject to limitations of the laws mentioned or to users involved with weapons for mass destruction or genocide without prior permission of the US- and authorized EC-government. You recognize that the US/EU- export limitations are different depending on the product and time and always must comply with the current US- and EC-regulations.

13. Payment

13.1. The Buyer shall make payment of an invoice of the Seller within thirty days after date of invoice, unless otherwise agreed. Settlement of an (alleged) counterclaim, for whatever reason, is not permitted. Payment is said to have taken place after the amount has been credited to the Seller's bank account.

13.2. Payment by the Buyer shall be made within the term mentioned in the previous paragraph in the way indicated by the Seller, and in the currency in which the Seller has mentioned the prices.

13.3. Only within the term of payment mentioned in Article 12.1 can the Buyer object to the invoice. This objection should be lodged in writing. If the objection relates to only part of the invoice, the Buyer shall pay the uncontested part within the term of payment.

13.4. If the Buyer does not pay within the term mentioned in Article 12.1, the Buyer shall owe the Seller, in addition to the invoice amount, a compensation of 10 % plus an amount calculated with a yearly interest rate of 10% of the invoice amount.

13.5. The Buyer shall also be obliged to pay the legal costs actually incurred, to the extent that any order to pay costs will arrive at a lower amount.

13.6. Each payment by the Buyer shall in the first place be used to pay any collection costs and administrative costs due to the Seller, court costs, any interest, payable by the Buyer and then payment of outstanding debts, in order of date, to start with the longest outstanding debt, irrespective of any instruction of the Buyer to the contrary.

13.7. If the Buyer is in default in complying with the provisions as agreed with regard to payment, the Seller shall be entitled to suspension of its obligations towards the Buyer.

14. Dissolution

14.1. *The Seller has the right to declare the Agreement with the Buyer dissolved, without a notice of default or judicial intervention being necessary, if one of the following circumstances occurs:*

- a) *the Buyer does not fulfill one or several of its obligations towards the Seller under this Agreement or any other agreement;*
- b) *the Buyer is granted a (provisional) suspension of payment, the Buyer's involuntary bankruptcy is ordered, the company of the Buyer is liquidated and/or the business activities are factually discontinued.*

14.2. *In case of dissolution of the Agreement as mentioned under Article 13.1, the Seller shall remain entitled to the exercise of all rights, which belong to the Seller hereunder or under any other agreement with the Buyer and/or these general terms and conditions.*

14.3. *The Seller shall retain, without prejudice to the other provisions in these general terms and conditions, the right to demand fulfillment, instead of declaring the Agreement dissolved, with damages or otherwise.*

15. Governing law and settlement of disputes

15.1. *All offers of and Agreements with the Seller shall be governed by Belgian law.*

15.2. *Any disputes between Buyer and Seller shall be settled by the Courts of Hasselt, or the Court of Lommel.*