

General terms and conditions

of AviaVox B.V., a private company with limited liability, having its registered office at Schiphol-Rijk, the Netherlands, registered and filed with the Chamber of Commerce of Amsterdam under number 34191225.

1. APPLICABILITY

- The following terms and conditions shall apply to all quotations and offers made, agreements concluded or assignments granted by AviaVox B.V. (hereinafter referred to as 'AVIAVOX').
- For purposes of these terms and conditions 'the CUSTOMER' shall be taken to mean every private individual or legal entity that has concluded, or wishes to conclude, an agreement with AVIAVOX or its agent(s), authorized representative(s), successor(s) in title and heir(s).
- Any additions to and/or variations from these terms and conditions shall be valid only if agreed by AVIAVOX and client in writing.
- Reference made by the CUSTOMER to its own purchase or other conditions – wherever identified – shall not be accepted, save in the event that AVIAVOX has expressly accepted such terms and conditions in writing.
- Once AVIAVOX has notified the CUSTOMER of the existence of these terms and conditions, any subsequent agreements concluded between AVIAVOX and the CUSTOMER shall be deemed to be entered into under these terms and conditions.
- If AVIAVOX has deviated from these terms and conditions in any agreement with the CUSTOMER, the CUSTOMER may never rely on such deviation in subsequent agreements. Variations from these terms and conditions shall at all times be expressly agreed in writing.

2. QUOTATIONS, OFFERS AND AGREEMENTS

- All quotations and offers made by AVIAVOX in the form of price lists, printed matter, brochures, or otherwise – including oral quotations/offers and other statements of agents or employees of AVIAVOX – shall at all times be without obligation.
- Any agreement between AVIAVOX and the CUSTOMER shall only come about if and after an order has been confirmed in writing by an authorized representative of AVIAVOX.
- On entering into the agreement, AVIAVOX shall be entitled to require sufficient security, at its discretion, for financial performance of the agreement to be concluded. The CUSTOMER's failure to provide the security required shall entitle AVIAVOX to refuse the order.
- AVIAVOX shall be entitled to engage third parties in the performance of its services or of installation/modification, respectively, and to pass on the fees for such services to the CUSTOMER.

3. PRICES

- All prices and rates are in euros and are exclusive of VAT or other levies imposed by the government at the moment of acceptance of the order.
- Unless expressly agreed in the order confirmation the price shall be exclusive of:
 - assembly and/or installation work, if any;
 - shipping costs and transport insurance, save for an agreed return shipment;
 - packing and handling costs.
- The prices are based on cost applicable at the time of the quotation. If the cost prices have increased since the date of the quotation due to price increases in raw materials, materials, auxiliary materials, components, shipping costs, wages, insurance premiums, tax expenses, import duties, rates of exchange, etc., AVIAVOX shall be entitled to increase the price accordingly.
- The provisions of the previous paragraph shall also apply if these cost-increasing factors were foreseeable at the time of conclusion of the agreement.
- If the increase of the cost in accordance with paragraph 3 exceeds 20%, however, the CUSTOMER shall be entitled to cancel the order within 3 days of the time of its taking cognizance of the price increase.
- If the net order amount is less than EUR 160 (exclusive of VAT) an additional administration charge of EUR 12.50 (exclusive of VAT) shall be invoiced.

4. DELIVERY/DELIVERY TIME/PERFORMANCE OF WORK

- Delivery dates and installation dates subsequently agreed on, if any, shall be estimates and, therefore, not binding, unless expressly agreed otherwise in writing.
- If the agreed delivery and installation dates, if any, are exceeded, the CUSTOMER may not claim damages in any form whatsoever, non-acceptance or full dissolution of the agreement, or full or partial suspension of the performance of any obligation on the part of the CUSTOMER under the agreement.
- AVIAVOX's duty to deliver shall be complied with by offering goods and/or services once. The receipt signed by the CUSTOMER or its representative shall serve as full proof of delivery. In the event of failure to take delivery, any shipping or travelling expenses, storage and other costs shall be borne by the CUSTOMER.
- If the required information with respect to inspection or test work referred to in the order are not at AVIAVOX's disposal, or are not at AVIAVOX's disposal in due time or in accordance with the assignment, the CUSTOMER shall be deemed to have accepted the work.
- If it has been agreed that the order shall be carried out in phases, AVIAVOX may postpone the partial delivery pertaining to a phase until the CUSTOMER has agreed to the completion of the prior phase in writing and has fulfilled all its financial obligations with respect to the partial delivery.
- If the CUSTOMER fails to carry out an act with which it was to render its co-operation to the delivery of the products, the products shall be at the CUSTOMER's risk as from the moment that such products are ready for delivery.
- In the event of partial delivery, AVIAVOX shall at all times be entitled to require sufficient security from the CUSTOMER before carrying out subsequent phases of delivery. The CUSTOMER's refusal to provide the required security shall entitle AVIAVOX to regard the agreement as dissolved, without prejudice to its rights to reimbursement of expenses or compensation of trading losses and loss of profits.

5. RETENTION AND TRANSMISSION OF TITLE

- Until the time that the CUSTOMER has fulfilled all its payment and other obligations, the services rendered or goods supplied, including the result(s) of work carried out, shall be owned by AVIAVOX. In those events AVIAVOX shall also be entitled to block systems/components already supplied.
- The CUSTOMER shall not be entitled to transfer title to services rendered or goods supplied to any third parties, or give such services or goods as security, or to allow such goods or services to be used by third parties, until the CUSTOMER has fulfilled its payment and other obligations vis-à-vis AVIAVOX, save pursuant to its professional capacity as a reseller. Until such moment the CUSTOMER shall only have the services rendered or goods supplied on loan.

- If the CUSTOMER fails to fulfil any obligation under the agreement, or if it fails to fulfil such obligation in due time or properly, or in the event of any other circumstance as referred to in article 6.1, AVIAVOX shall be entitled to undo services rendered and/or take back the goods without any notice of default or judicial intervention being required. To that end the CUSTOMER grants AVIAVOX an irrevocable authorization to gain access to the space(s) where the services rendered or goods supplied are located, failing which the CUSTOMER shall forfeit an immediately due and payable penalty which is not open to judicial mitigation, of EUR 500 per day.
- In the event that AVIAVOX has factually taken back the services rendered or the goods supplied, the agreement shall be dissolved in accordance with the provisions of article 6.1.
- The CUSTOMER shall notify AVIAVOX immediately in writing that third parties assert rights to the services rendered or goods supplied by AVIAVOX, to the extent title to such services or goods has not yet passed to the CUSTOMER, as well as when any circumstance as referred to in article 6.1 arises. Should it turn out later that the CUSTOMER has not fulfilled this obligation, it shall pay an immediately due and payable penalty, not open to judicial mitigation, of 1% of the amount due by it to AVIAVOX, exclusive of VAT and with a minimum of EUR 250.

6. TERMINATION OF AGREEMENT BY NOTICE

- AVIAVOX reserves the right to terminate the agreement(s) with the CUSTOMER with immediate effect and without judicial intervention being required, if:
 - an administrator is appointed over the CUSTOMER's property
 - The CUSTOMER fails to fulfil any payment or other obligation under the agreement, or fails to fulfil such obligation in due time or properly;
 - The CUSTOMER resolves to wind up and/or cease its business.
 - The CUSTOMER loses the free disposal of its assets, or in the event that the CUSTOMER is a private individual and is placed under guardianship or dies.
- On termination as referred to above all claims against the CUSTOMER shall be immediately due and payable and AVIAVOX shall also be entitled to claim compensation of damage, loss of profits and/or interest.
- The item 'loss of profits' shall at least be 15% of the agreed price with a minimum of EUR 250 (exclusive of VAT) save evidence to the contrary; the item 'loss of interest' shall be equal to the statutory interest.

7. TRANSFER OF RISK

- The CUSTOMER shall bear all risks of transport of goods delivered or to be delivered, both in respect of direct and indirect damage.
- The services rendered and/or goods supplied by AVIAVOX shall, without prejudice to the provisions of the previous paragraph, be at the CUSTOMER's risk with effect from the time of performance and/or supply.

8. WARRANTY

- All agreements shall be performed by AVIAVOX to the best of its ability.
- AVIAVOX warrants that the components of the products supplied shall be free from defects in material and workmanship for a term of twelve months after delivery and/or installation, provided that the products are used and operated in accordance with the manuals and technical specifications supplied to the CUSTOMER. Repairs and supplies as a result of defects in material and/or workmanship shall therefore be without charge, with the exception of a call-out charge.
- All warranty obligations shall lapse, if the CUSTOMER:
 - installs, or has third parties install, services rendered or goods supplied without correctly using the installation instructions;
 - makes changes and/or repairs, or has third parties make changes or repairs, in and/or to services rendered or goods supplied;
 - uses services rendered or goods supplied for other than normal business purposes;
 - in AVIAVOX's opinion, treats and/or maintains services rendered or goods supplied improperly;
 - connects services rendered or goods supplied to equipment or components supplied by third parties without expressly notifying AVIAVOX thereof in writing, and furthermore, if the defect is the result of a defect in the power supply or of a stroke of lightning or other external influences.
- AVIAVOX shall be entitled to invoice the CUSTOMER for costs of retrieval and repair of defects warranted by this provision at the applicable rates.
- The warranty term of repairs made by AVIAVOX, or by a third party engaged by AVIAVOX, shall be one month, taking effect on the day after the repair has been made.
- The CUSTOMER shall be entitled to a free new repair, if it reports to AVIAVOX defects in repairs made within the warranty term. The repair warranty shall not include components.

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9. LIABILITY

- AVIAVOX shall never be liable to compensate any direct or indirect damage being the result of defects in products or services supplied or by the non-performance, or non-timely or incorrect performance of software and/or documentation and/or services supplied or to be supplied by it, save in the event of intent or gross negligence.
- AVIAVOX shall never be liable to compensate trading losses (business interruption, loss of income, etc.) due to any cause whatsoever, including delay in the delivery time of products and services.
- The CUSTOMER shall indemnify AVIAVOX and its employees against third-party claims on account of damage caused by the use of services and products supplied or delivered by AVIAVOX.
- THE CUSTOMER shall indemnify AVIAVOX against claims by third parties that perform work for projects and/or services on the CUSTOMER's instructions. AVIAVOX shall not be liable for costs and damage ensuing from acts or omissions on the part of the CUSTOMER or any third parties engaged by the CUSTOMER in the project.
- AVIAVOX's liability under the agreement concluded with the CUSTOMER shall in all circumstances be limited to the invoice amount of the agreement, exclusive of VAT.
- AVIAVOX shall not be liable for the CUSTOMER's choice of the goods and materials supplied and does not warrant that the goods and materials supplied are suitable for the use envisaged by the CUSTOMER, save in the event that the CUSTOMER has expressly notified AVIAVOX of its intentions in advance and has not changed such intentions later.
- Any further liability, either for direct or for indirect damage, costs and interest, due to any cause whatsoever, shall be excluded.

10. PAYMENT

- All payments, unless otherwise agreed in writing, shall be made within 30 days of the invoice date, either in cash or by transfer to a bank or giro account to be designated by AVIAVOX.
- All payments shall be made without set-off/compensation. The CUSTOMER shall not, for any reason whatsoever, suspend its payments, if AVIAVOX has not received the invoice amount from the CUSTOMER within the said term of 30 days, the latter shall pay interest equal to the statutory interest with a minimum of 1% per month with respect to the term during which the CUSTOMER is in default, such term to be calculated in full months.
- If the payment of an invoice is not received within the term of 30 days and if AVIAVOX subsequently takes legal measures against the CUSTOMER to obtain payment, the latter shall pay all due and payable judicial or extrajudicial collection costs, which are not open to judicial mitigation, to be incurred by AVIAVOX. Such costs have been established at least 15% of the principal sum due (or part thereof), with a minimum of EUR 150, without prejudice to any legal costs due by the CUSTOMER by virtue of a court order.
- All payments made by or on behalf of the CUSTOMER shall first be deducted from any costs due and, subsequently, from the principal sum.
- If the CUSTOMER is in default in the payment of a partial delivery or delivery phase, AVIAVOX shall be entitled to suspend the remaining orders or phases yet to be carried out for the term during which the CUSTOMER remains in default in the payment of a due and payable (partial) invoice, without prejudice to AVIAVOX's right, after a notice of default, to terminate an order(s) permanently and to require payment of all amounts due to AVIAVOX until that moment. In such event AVIAVOX shall also be entitled to damages in accordance with article 6.

11. FORCE MAJEURE

- Force majeure shall include the situation in which AVIAVOX is not able to carry out the order in accordance with the agreements made due to extraordinary circumstances such as excessive sickness absence, strikes, sit-down strikes, lock-out, fire, technical defects in the business, traffic jams or transport problems, lack of raw materials, materials, default of its suppliers, irrespective of their cause, mobilization, a state of siege, riots and civil commotion, import or export restrictions, and other government measures or measures of force majeure. Furthermore, any circumstance beyond AVIAVOX's reasonable control.
- In the event of force majeure AVIAVOX shall be entitled, without judicial intervention being required, either to suspend performance of the agreement for as long as the situation of the force majeure lasts, or to terminate the agreement, without AVIAVOX being liable to pay the CUSTOMER any damages or penalties. AVIAVOX shall be entitled to invoice the CUSTOMER for services rendered and/or goods supplied until that moment on a proportional basis.
- In the event of suspension of the performance of an order for more than 90 working days the CUSTOMER shall, however, be entitled to terminate the agreement, after having granted AVIAVOX in writing a last reasonable term.
- On termination as referred to above, AVIAVOX shall be entitled to require payment of all and any services rendered and/or goods supplied until such time, and AVIAVOX shall not be liable to pay any damages or penalties to the CUSTOMER.

12. COMPLAINTS

- Complaints with respect to visible defects to goods supplied or work performed shall be reported to AVIAVOX within 24 hours of their receipt or discovery, respectively. The complaint shall be confirmed by the CUSTOMER in writing within 48 hours of receipt of the goods or work performed by registered mail.
- Complaints with respect to defects in goods supplied or work performed not directly visible shall, immediately after having been discovered, be reported to AVIAVOX and in any event filed with AVIAVOX in writing within such term, as will enable AVIAVOX to investigate or have a third party investigate, the correctness of the relevant complaints on location.
- Complaints with respect to the invoices shall be received by AVIAVOX not later than five working days after the shipping date by registered letter.
- After expiry of the said terms the CUSTOMER shall be deemed to have approved the goods supplied, the services rendered, or the invoice, respectively. After that, AVIAVOX shall no longer accept any complaints.

13. CANCELLATION

- If the CUSTOMER cancels an order in whole or in part, AVIAVOX shall be entitled to charge the CUSTOMER with cancellation costs, which shall be computed on the net assignment price in accordance with the following schedule:
 - until 61 days prior to the agreed delivery date: a rate of 30% of the assignment price;
 - until 31 days or less prior to the agreed delivery date: 50 % of the assignment price; and
 - 30 days or less prior to the agreed delivery date: 75 % of the assignment price.
- The request for cancellation of the whole order or part of the order after (partial) delivery cannot be complied with.
- Orders shall be cancelled in writing by registered letter. The date of receipt of the letter shall be the date of cancellation.

14. INDUSTRIAL PROPERTY/ASSIGNMENT

- AVIAVOX reserves (on behalf of third parties) all industrial and intellectual property rights with respect to the goods supplied by it and any embedded technology, designs and copyrighted works.
- AVIAVOX shall indemnify the CUSTOMER against all actions by third parties based on the alleged infringement of the equipment supplied by AVIAVOX on an industrial property right valid in the Netherlands.
- AVIAVOX shall observe reasonable instructions by the CUSTOMER with respect to the protection of confidentiality.
- The CUSTOMER shall not assign its rights and/or obligations ensuing from the agreement concluded with AVIAVOX. Rights and/or obligations may be assigned only after the CUSTOMER has notified AVIAVOX thereof and has obtained AVIAVOX's express written consent.

15. DISPUTES

- All agreements entered into with AVIAVOX shall be governed by Dutch law.
- All disputes between AVIAVOX and the CUSTOMER ensuing from agreements shall be exclusively heard by the competent court in Amsterdam, unless AVIAVOX wishes to bring the dispute before the competent court in the place where the CUSTOMER has its residence or registered office.