



Plusine ICT Group B.V.

SHE Gebouw, Gooiland 70
1948 RD Beverwijk
The Netherlands
T: +31 (0)251 261 300
F: +31 (0)251 261 310
E: systems@plusine.com
I: www.plusine.com

GENERAL RENTAL TERMS AND CONDITIONS

Plusine ICT Group

Including:
Plusine Systems B.V.
Plusine Rentals B.V.
Plusine Logistics B.V

Plusine ICT Group BV

SHE Building
Gooiland 70
1948 RD Beverwijk
The Netherlands

T: +31 251 261 300

F: +31 251 261 310

info@plusine.com

www.plusine.com



General rental terms and conditions of Plusine ICT Group BV

This document contains the rental terms and conditions of Plusine ICT Group B.V. or one of its subsidiaries Plusine Systems B.V., Plusine Rentals B.V. and Plusine Logistics B.V., referred to in the following as Plusine ICT.

Chamber of commerce

Plusine ICT Group BV 34224745

Plusine Systems BV 34058168

Plusine Rentals BV 34102576

Plusine Logistics BV 34123682

GENERAL RENTAL TERMS AND CONDITIONS OF PLUSINE ICT

The following Rentals Terms and Conditions shall apply to all rental agreements of Plusine ICT with its customers – referred to in the following as the Customer. Any general terms and conditions of the Customer shall not become part of the Agreement regardless of whether they contain terms and conditions different from, or in amendment of these Terms and Conditions. These General Terms and Conditions shall also apply if Plusine ICT in awareness of any conflicting or deviating terms and conditions on the part of Customer fulfills the agreement unconditionally.

§ 1 Conclusion of Agreement

All orders shall require written acknowledgement by Plusine ICT. Such acknowledgement by Plusine ICT shall decide when the Agreement was concluded as well as the content of the Agreement. This requirement of form may only be waived by a written agreement. Offers are subject to change without notice.

§ 2 Term of the Rental Agreement

The minimum term of the rent shall be stipulated in accordance with the rental program and/or product group applied. The rental term shall commence with delivery of the functioning device to the Customer. If it has been agreed for the Customer to pick up the device from Plusine ICT himself, the rental term shall commence on the stipulated day when the device shall be picked up, if Plusine ICT has made the device available in a ready-to-operate state for pick-up.

§ 3 Return of devices

The Customer shall return the device including accessories and operating manuals in its original or other proper packaging for Plusine ICT to pick up and inform Plusine ICT hereof not later than on the last day of the agreed-upon term of rent. If Plusine ICT is not informed that it may pick up the device, the term of rent shall be automatically extended by one week or one month in accordance with the rental program being applied. If it has been agreed for the Customer to return the device to Plusine ICT himself, return shall be at the expense and risk of the Customer. The devices shall be delivered to Plusine ICT on the last day of the agreed-upon rental period. For devices or accessories, which are not returned to Plusine ICT, Plusine ICT reserves the right to charge a processing fee of € 150 without having to substantiate such.

§ 4 Rental rate and the term of payment

The rental rate and the term of payment emanate from the acknowledgement of order /invoice. The rental rates shall be paid in advance in accordance with the rental program applied for the respective rental periods. The Dutch Civil Code shall apply to when the Customer is obligated to effect payment – notwithstanding any other custom in the trade. The invoice amount shall be paid after the invoice is received, but not later than 10 days after receipt of invoice without deduction. If the customer does not pay on time, the customer shall be deemed to be in default. The date on which a payment is credited to Plusine ICT's account decides whether or not such payment has been made in due time. If the Customer is in default on the payment of the rental rate or a substantial part of two consecutive due dates, Plusine ICT may take back the rented devices as security and retain such until the arrears on the rental rates have been paid. All costs arising as a result of taking back such device as security, e.g. dismantling, transport, storage, insurance, maintenance and reinstallation of the device shall be borne by the Customer. Taking the device back as security shall not be deemed to constitute withdrawal from the Agreement.

§ 5 Use of the rented device

The Customer shall refrain from taking the device to any location other than the one agreed upon without the prior consent of Plusine ICT. The Customer shall be obligated to only allow parties other than its own staff to use the rented devices with the written consent of Plusine ICT*. The rented devices shall only be used by qualified experts in accordance with the instructions of the manufacturer or Plusine ICT.

*: not applicable for customers for the Shorty Demo Pool

The Customer shall be obligated to assume the costs of replacing lost devices or material damage to such (including instruction manuals, cables and other accessory upon the request of Plusine ICT).

If Plusine ICT discovers defects in the rented devices which go beyond the usual wear and tear which arises from proper use of the device in accordance with the Agreement or which result from violation of an obligation on the part of the Customer to care for the rented devices, Plusine ICT may demand such defects be removed at the expense of the Customer or remove such itself at the expense of the Customer. The invoice issued by Plusine ICT pursuant hereto shall be due for payment immediately. The payment target shall be 10 days.

Plusine ICT shall be entitled to check the rented devices during the usual office hours where they are being kept after prior notification which has been provided in good time. The Customer shall act to ensure that the rented devices are set aside in the event of attachment of property and notify Plusine ICT. Plusine ICT shall be entitled to examine the protocol of attachment. The company logo and manufacturer's identification numbers and the standards plate and other labels of Plusine ICT or the manufacturer shall be left on the rented device without being altered.

§ 6 Specific customer configurations

Plusine ICT shall not assume any warranty or liability for configurations of rented devices, which have been carried out by Plusine ICT in conformity with information provided by the Customer, working without error.

If the Customer withdraws its order prior to the issue of the written acknowledgement of order, Plusine ICT shall be entitled to charge the Customer for any configuration costs, which have accrued, but at least € 150.

§ 7 Insurance

Any use of rented devices at trade fairs shall be separately insured by the Customer (at its own expense). Evidence of such insurance shall be provided to Plusine ICT before the fair commences.

§ 8 Agreement on usage by third parties

The Customer shall not be entitled to transfer the rented devices to third parties without or in return for remuneration or to allow usage of such by third parties without the written consent of Plusine ICT.

§ 9 Termination of the Agreement

Plusine ICT shall be entitled to terminate the Agreement without notice if the Customer is late in paying the rent or a significant part of the rent for two consecutive periods, if the Customer experiences a serious deterioration in its financial standing, particularly if it discontinues effecting payment to Plusine ICT, if the Customer liquidates, offers an out-of-court settlement as debtor or fails to honor bills of exchange or checks, the Customer violates its contractual obligations and fails to desist immediately from such violation even after being admonished by Plusine ICT, in particular if the Customer changes the site of the rented devices or transfers such devices to third parties without the consent of Plusine ICT or fails to remove the effects of violations of Agreement which have already materialized without undue delay, if the Customer sells its assets/company for which the Rental Agreement has been concluded, if the customer gives up or changes its registered offices or place of residence in the Netherlands or other country at the beginning of the rental period, or if the Customer withheld facts or circumstances upon the conclusion of the Agreement, knowledge of which Plusine ICT would have received by virtue of concluding the Agreement. Plusine ICT retains the right to demand compensation for damage, which arises due to termination of the Agreement without notice. In all circumstances Plusine ICT owns the rented devices.

§ 10 Warranty

Plusine ICT shall deliver the devices in a condition corresponding to manufacturers' specifications for normal use. The Customer shall not be entitled to make any alternations, adjustments or repairs on the rented devices. In the event of damage or defects on the rented devices, Plusine ICT shall act to ensure the defects are removed by repair or replacement as it sees fit. Replacement may also be effected by supplying a device of another manufacturer, which is identical in terms of its technology and function. The Customer shall grant Plusine ICT a reasonable deadline and opportunity to remove such defect. If the Customer refuses to provide such, Plusine ICT shall



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be exempt from any and all warranty. Plusine ICT is under no warranty obligation with respect to defects due to modifications, improper use, or repair of Plusine ICT products by Customer or a third party without Plusine ICT's consent, or by the installation, operation, and maintenance of products not in conformity with Plusine ICT's guidelines. This warranty does not apply to defects which are caused because other components of Customer's system environment are not able to properly process and exchange data with Plusine ICT products. Unless otherwise agreed, the warranty period will be 12 months; for repairs, software and spare part deliveries as well as for support services provided after expiry of the initial warranty period, the warranty period will be six months. Software defects that substantially restrict the proper use of such software will be corrected at Plusine's option and depending on the significance of the defect either by delivery of an improved software version, delivery of patches or in the case of minor defects by providing instructions on how to eliminate or by-pass the effects of such defect. All other claims to warranty shall be excluded. In all other respects, § 12 shall apply accordingly.

§ 11 Software

Software, which is also supplied, shall be used exclusively in accordance with the known terms and conditions of the holder of the license. The Customer shall be responsible for use of software in violation of an agreement being excluded. The Customer is aware that abusive use may result in unlimited damage claims on the part of the holder of the license. The Customer shall thus exempt Plusine ICT from all claims. All other rights to the programs and documentation including copies and subsequent amendments shall remain in the hands of Plusine ICT or the respective license-holder. The Customer shall act to ensure that these programs and documentation are not made available to third parties without the prior written consent of Plusine ICT. Copies may generally only be made for archive purposes, as replacement or to find errors. Transfer of source program requires a separate written agreement. If the original software applies a note drawing attention to copyright protection, such note shall be placed on copies of the software by the Customer.

§ 12 Liability

Plusine ICT will be fully liable for damage caused by intent or gross negligence, and also in those cases where the law on product liability provides that in the event of personal injury or damage to goods used for private ends liability will be compulsory. Furthermore, Plusine ICT will be liable for the absence of expressly warranted characteristics. This liability will only apply to such damages that the warranty was intended to protect against. Plusine ICT will only be liable for the destruction of data if such destruction was caused by gross negligence and if the Customer has ensured that such data can be reconstructed with reasonable expenditure from data material provided in machine-readable form. Furthermore, Plusine ICT will be liable for any culpable breach of essential contractual obligations endangering the purpose of the agreement. In this case, damages will be restricted on the merits and in terms of amount to those cases of damage that Plusine ICT was reasonably able to foresee at the time of the conclusion of the agreement, based on the circumstances known to Plusine ICT at that date. The compensation of purely pecuniary damage, such as loss of production or loss of profit, will be limited by the general principles of good faith, for example in the case of a disproportionate difference between the amount of the remuneration and the extent of the damage. Plusine ICT will not be liable for default or non-fulfillment due to causes beyond Plusine ICT's reasonable control. No other liability is expressed or implied. If Plusine ICT is responsible for defects present upon the conclusion under the Dutch Civil Code, such liability shall only apply if Plusine ICT has acted in a grossly negligent or willful manner.

§ 13 Withdrawal

After the acknowledgement of order is provided by Plusine ICT, the Customer may only withdraw from the Rental Agreement with the written consent of Plusine ICT. Plusine ICT retains the right in such case to invoice the Customer for the costs of provision and any losses of rent, but at least € 150 net.

§ 14 Miscellaneous

The Customer shall refrain from registering or using any Internet domain name which contains Plusine ICT's trademarks (e.g. "PLUSINE", "Plusine" or "Plusine ICT BV" or one of its subsidiaries) in whole or in part or any other name which is confusingly similar thereto. The place of performance for all rights and obligations emanating from this Rental Agreement is Beverwijk, The Netherlands. The legal venue for all contractual claims and all claims in connection with this Agreement are The Netherlands if the Customer is a merchant with full commercial capacity. Plusine ICT shall in addition be entitled to file suit at the court having jurisdiction over the Customer or at



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any other court having jurisdiction. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Netherlands. The Uniform Laws of the United Nations Convention of Contracts for the International Sale of Goods shall not apply.

The Customer shall not assign its rights and obligations under the Agreement without the prior written consent of Plusine ICT. Plusine ICT may assign any rights and obligations hereunder to another Plusine ICT entity at any time subject to written notice. The Customer declares its consent to such assignment here and now. The Customer may not set off against claims of Plusine ICT or claim any right of retention unless Customer's counterclaim is uncontested or has been finally decided upon by a court of competent jurisdiction. If individual provisions of these General Terms and Conditions are or become ineffective, the validity of the other provisions will remain unaffected. All other previous rental terms and conditions shall be rendered null and void by these General Rental Terms and Conditions.