

General Terms and Conditions - DSIT B.V.

Introduction

Below you will find our General Terms and Conditions. These are always applicable as soon as you place an order via our website and contain important information for you as a buyer. Please read these General

Terms and Conditions carefully. We also recommend that you save or print these conditions so that you can review them at a later time.

Definitions

DSIT B.V.: Established in Almelo and registered with the Dutch Chamber of Commerce under registration number 58021256, operating under the name DSIT B.V.

Website: the website of DSIT B.V., which can be accessed via DS-IT.nl or other associated subdomains.

Customer: the customer who signs a contract with DSIT B.V., regardless of whether he/she is acting in the exercise of a profession or business and/or has registered on the website.

Contract: also contractual obligations; any contract or agreement between DSIT B.V. and the Customer of which the General Terms and Conditions are an integral part. General Terms and Conditions: these General Terms and Conditions.

Article 1. Applicability of the General Terms and Conditions

1.1. All offers, agreements and deliveries of DSIT B.V. are subject to the General Terms and Conditions, unless explicitly agreed otherwise in writing.

1.2. If the Customer includes in his orders, confirmations or messages deviating conditions or conditions not contained in these General Terms and Conditions, these are only binding for DSIT B.V. if and to the extent that they have been expressly accepted by DSIT B.V. in writing.

1.3. Should certain product or service conditions apply in addition to these General Terms and Conditions, they shall also apply, however, in the event of contradictory conditions, the Customer shall have the right to invoke the most favourable provision for him.

Article 2. Prices and information

2.1. All prices quoted on the website and in other DSIT B.V. Publications include VAT and, unless otherwise indicated on the website, other taxes levied by the Dutch government.

2.2. If shipping costs are invoiced, this will be clearly stated in good time before the contract is concluded. In addition, these costs are shown separately during the ordering process.

2.3. The contents of this website have been prepared with the greatest care. DSIT B.V. cannot guarantee that all information on the website is correct and complete at all times. All prices and other information on the website and in other publications originating from DSIT B.V. are therefore subject to obvious programming and typing errors.

2.4. DSIT B.V. cannot be held responsible for (colour) deviations due to screen quality.

Article 3. Realisation of an Agreement

3.1. The contract is concluded at the time of the Customer's acceptance of DSIT B.V.'s offer and compliance with the conditions laid down by DSIT B.V.

3.2. If the Customer has accepted the offer electronically, DSIT B.V. will immediately confirm the receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed, the Customer has the option of terminating the contract.

3.3. If it turns out that the Customer has provided incorrect information upon acceptance or in any other respect with regard to the conclusion of the contract, DSIT B.V. has the right to fulfil its obligation only after receipt of the correct data.

3.4. DSIT B.V. can inform itself in the context of the legal regulations whether the Customer can fulfill his payment obligations, but also about all facts and factors, which are important for a responsible contract conclusion. If DSIT B.V. has good reasons not to enter into the contract as a result of this examination, it is entitled to reject an order or an inquiry or to attach special conditions to the execution, e.g. an advance payment.

Article 4. Registration

4.1. In order to make the best use of the website, the Customer can register via the registration form/the option to create an account on the website.

4.2. When registering, the Customer chooses a user name and a password with which he can log on to the website after registration. The Customer is responsible for choosing a sufficiently reliable password.

4.3. The Customer has to treat his access data, his user name and his password strictly confidential. DSIT B.V. is not liable for the misuse of the login data and can always assume that a Customer who registers on the website

is actually this person. Everything that happens via the Customer's account is the responsibility and risk of the Customer.

4.4. If the Customer knows or suspects that his access data has fallen into the hands of unauthorised persons, he must change his password as quickly as possible and/or inform DSIT B.V. so that DSIT B.V. can take appropriate measures.

Article 5. Execution of the agreement

5.1. As soon as DSIT B.V. has received the order, DSIT B.V. will dispatch the products as quickly as possible in compliance with the provisions of paragraph 3 of this article.

5.2. DSIT B.V. is entitled to commission third parties to fulfil the contractual obligations.

5.3. The delivery time is generally 30 days. The type of delivery can take place in various ways and is at the discretion of DSIT B.V.

5.4. If DSIT B.V. is not able to deliver the products within the agreed period, it will inform the Customer accordingly. In this case the Customer can agree a new delivery date, or he gets the possibility to cancel the contract free of charge.

5.5. DSIT B.V. recommends the Customer to check the delivered products and to report any defects within a reasonable period, preferably in writing. See the article on warranty and conformity.

5.6. Once the products to be delivered have been delivered to the specified delivery address, the risk in respect of these products passes to the buyer. If expressly agreed otherwise, the risk is transferred to the Customer earlier. If the Customer decides to collect the goods, the risk is transferred when the goods are handed over.

5.7. DSIT B.V. is entitled to supply a similar product of similar quality to the ordered product if the ordered product is no longer available. The Customer is then entitled to dissolve the contract free of charge and return the product free of charge.

Article 6. Right of withdrawal

6.1. This article applies only if the Customer is a natural person who is not acting in the exercise of his profession or of a business.

6.2. The Customer has the right to cancel the distance contract with DSIT B.V. free of charge within 14 days after receipt of the product without stating any reasons.

6.3. The period begins on the day on which the Customer or a third party designated by the Customer (not the carrier) has received the product, or:

if the Customer has ordered several products in the same order, on the day on which the Customer or a third party designated by the Customer has received the last product; if the delivery of a product consists of several

consignments or parts: the day on which the Customer or a third party designated by the Customer received the last consignment or part; for contracts for the regular delivery of products within a specified period: the day on which the Customer or a third party designated by the Customer received the first product.

6.4. Only the direct costs of the return shall be borne by the Customer. The Customer must therefore bear the costs of the return. If these costs are higher than the regular shipping rate for shipments of goods, DSIT B.V. will provide a cost estimate. All expenses paid by the Customer for the shipment and payment of the goods delivered to the Customer shall be reimbursed to the Customer upon return of the entire order.

6.5. The Customer must treat the product and its packaging carefully within the revocation period specified in paragraph 1. The Customer may open the packaging and use the product only to the extent necessary to check the nature, properties and functioning of the product(s). Background is that this check must not exceed what the Customer could do in physical business premises.

6.6. The Customer is only liable for a reduction in value of the goods resulting from handling the goods in a way which exceeds the extent described in the previous paragraph.

6.7. The Customer may terminate the contract in accordance with the period specified in paragraph 1 of this article by sending the standard withdrawal form (in digital form) to DSIT B.V. or by informing DSIT B.V. in another clear manner that he/she has decided against the purchase. DSIT B.V. will acknowledge receipt of the notification in the event of a digital notification. After termination, Customer still has 14 days to return the product. It is also possible to return the product without delay within the withdrawal period referred to in paragraph 1 of this Article, provided that the withdrawal form or another clear declaration of withdrawal is attached.

Products can be returned to:

DSIT B.V.
Schuilenburglaan 5a
7604 BJ Almelo (The Netherlands)

6.8. Amounts already paid (in advance) will be refunded to the Customer as soon as possible, but at the latest within 14 days after termination of the contract and in the same way as the Customer has chosen for payment. If the

Customer has chosen a more expensive shipping method than the cheapest standard shipping method, DSIT B.V. does not have to reimburse the additional costs for the more expensive shipping method. If DSIT B.V. does not offer to collect the product itself, DSIT B.V. may defer the refund until DSIT B.V. has received the product back or until the Customer proves that he has returned the product, whichever is earlier.

6.9. Information regarding the applicability of the right of withdrawal and the desired procedure will be clearly stated on the website in good time before the conclusion of the contract.

Article 7. Payment

7.1. The Customer must make payments to DSIT B.V. in accordance with the payment methods specified in the order process and, if applicable, on the website. DSIT B.V. is free in the choice of payment methods and can also adjust these from time to time. In case of payment after delivery, the Customer has a payment term of 14 days starting on the day after delivery.

7.2. If the Customer does not meet his payment obligations in time and after DSIT B.V. has informed him about the delay in payment and DSIT B.V. has granted the Customer a period of 14 days to fulfil the payment obligations, the Customer owes the statutory interest on the amount still due after expiry of this period and DSIT B.V. has the right to invoice the Customer for the extrajudicial collection costs incurred. These collection costs are maximum: 15% on outstanding amounts up to a maximum of € 2,500; 10% on amounts from € 2,500 to € 5,000 and 5% on amounts over € 5,000, with a minimum of € 40. DSIT B.V. may deviate from the amounts and percentages stated for the benefit of the Customer.

Article 8. Warranty and Conformity

8.1. This article only applies if it concerns a Customer who is not acting in the exercise of his profession or business. If DSIT B.V. grants a separate warranty for products, this applies to all types of Customers, notwithstanding the above statement.

8.2. DSIT B.V. guarantees that the products comply with the contract, the specifications stated in the offer, the reasonable requirements for reliability and/or user-friendliness and the statutory and/or official regulations existing at the time the contract is concluded. If expressly agreed, DSIT B.V. also guarantees that the product is suitable for a different use than normal.

8.3. If the delivered product does not comply with the contractual agreements, the Customer must inform DSIT B.V. within a reasonable period after discovery of the defect.

8.4. If DSIT B.V. considers the complaint to be justified, the relevant products will be repaired, replaced or refunded after consultation with the Customer. In compliance with the article on liability, the maximum compensation shall be the price paid by the Customer for the product.

Article 9. Warranty on business purchases

9.1. DSIT B.V. guarantees that the products comply with the contract, the specifications stated in the offer, the reasonable requirements for reliability and/or user-friendliness and the statutory and/or official regulations existing at the time the contract is concluded. If expressly agreed, DSIT B.V. also guarantees that the product is suitable for a different use than normal. Otherwise, the product is suitable for normal use.

9.2. If the delivered product does not comply with the contractual agreements at the time of delivery, the Customer must inform DSIT B.V. within 3 days after delivery at the latest. If the customer fails to do so, he may no longer demand rectification of defects, replacement delivery, etc., should the product be defective.

9.3. If DSIT B.V. considers the complaint to be justified, the relevant products will be repaired, replaced or refunded (partially) after consultation with the Customer.

Article 10. Complaint Procedure

10.1. If the Customer has a complaint about a product (as per article 2 regarding warranty and conformity) and/or other aspects of DSIT B.V. services, he can make a complaint

by phone, e-mail or mail to DSIT B.V. See the contact details at the end of the General Terms and Conditions.

10.2. DSIT B.V. will respond to the Customer's complaint as soon as possible, but in any case within 4 days of receipt of the complaint. If it is not yet possible to give a substantive or final answer, DSIT B.V. will confirm the complaint within 4 days of receipt of the complaint and specify the deadline within which DSIT B.V. expects a substantive or final answer to the Customer's complaint.

10.3. Customers who do not place orders professionally or commercially may also submit a complaint via the European Dispute Resolution Platform, which can be reached at <http://ec.europa.eu/odr/>.

Article 11. Liability

11.1. This article only applies if it concerns a Customer who is not acting in the exercise of his profession or business.

11.2. This Article shall apply only if the Customer is a natural or legal person acting in the exercise of his professional or commercial activity.

11.3. The total liability of DSIT B.V. towards the Customer due to an attributable non-performance of the contract is limited to a maximum amount of the price fixed for this contract (including VAT).

11.4. Any liability of DSIT B.V. towards the Customer for indirect damages, in any case - but expressly not exclusively - including consequential damages, lost profit, lost savings, data loss and damages due to business interruption, is excluded.

11.5. With the exception of the cases mentioned in the two preceding paragraphs of this article, DSIT B.V. is not liable to the Customer for damages, irrespective of the reason for bringing an action for damages. However, the restrictions mentioned in this article shall not apply if and insofar as the damage is based on intent or gross negligence on the part of DSIT B.V.

11.6. DSIT B.V.'s liability towards the Customer due to an attributable non-performance of a contract only arises if the Customer defaults DSIT B.V. immediately and properly in writing, stating an appropriate deadline for remedying the defect and DSIT B.V. does not fulfil its obligations even after this period. The notice of default must contain as detailed a description of the defect as possible so that DSIT B.V. can react appropriately.

11.7. The precondition for the existence of a claim for damages is always that the Customer notifies DSIT B.V. of the damage in writing as soon as possible, but no later than 30 days after the damage has occurred. 11.8. In the event of force majeure, DSIT B.V. is not obliged to compensate the Customer for the resulting damage.

Article 12. Retention of title for Business purchases

12.1 As long as the business Customer has not paid the entire agreed sum, the delivered goods remain the property of DSIT B.V.

Article 13. Personal Data

13.1 DSIT B.V. processes the Customer's personal data in accordance with the privacy statement published on the Website.

Article 14. Final provisions

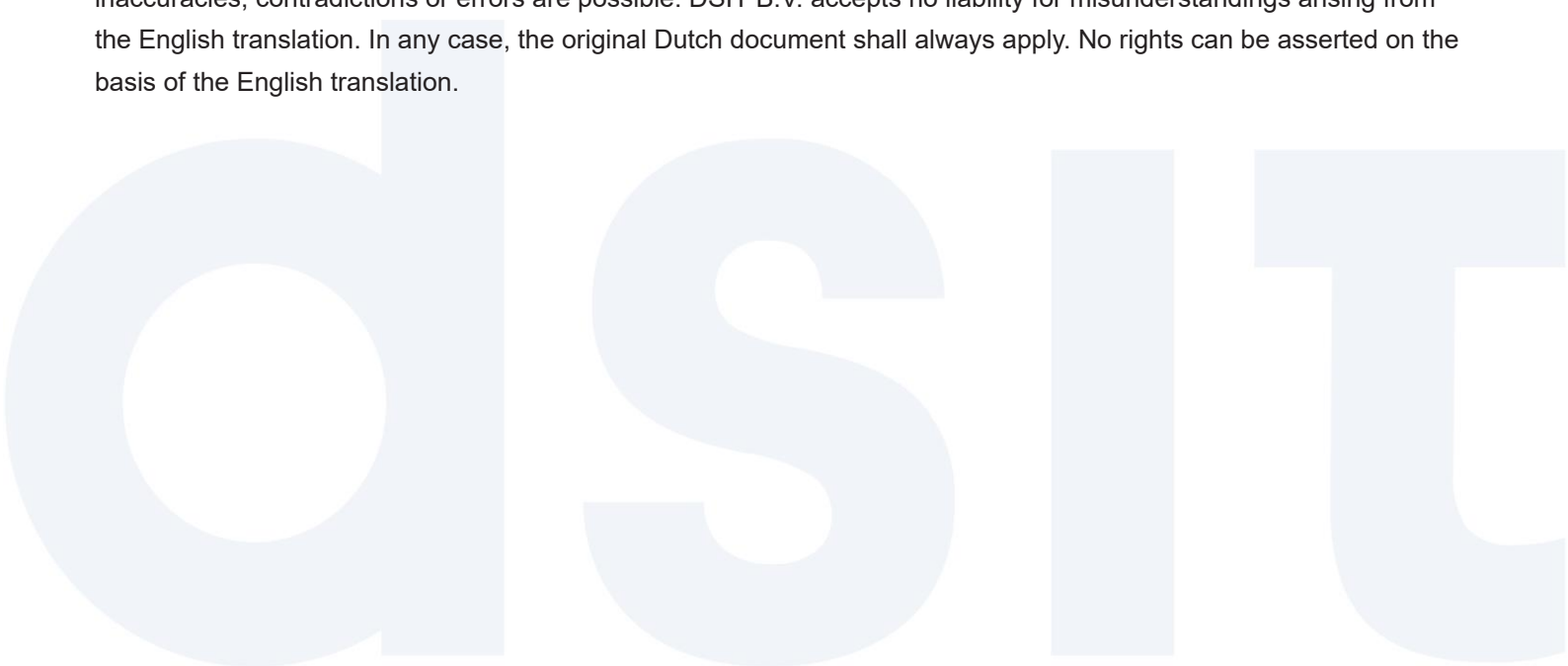
14.1. The contract is subject to Dutch law.

14.2. All disputes that may arise from the contract shall be submitted to the competent Dutch court in the district in which DSIT B.V. has its registered office, unless mandatory law requires otherwise.

14.3. Should any provision of these General Terms and Conditions be invalid, this shall not affect the validity of the entire General Terms and Conditions. In this case, the parties will accept (a) new provision(s) as a substitute, specifying as far as legally possible the intent of the original provision.

14.4. In these General Terms and Conditions "in writing" also means communication by e-mail and fax, provided that the identity of the sender and the integrity of the e-mail are sufficiently proven.

14.5. These Terms and Conditions have been translated from Dutch into English. Translation errors, linguistic inaccuracies, contradictions or errors are possible. DSIT B.V. accepts no liability for misunderstandings arising from the English translation. In any case, the original Dutch document shall always apply. No rights can be asserted on the basis of the English translation.



Contact information

If you have any questions, complaints or comments after reading these General Terms and Conditions, please do not hesitate to contact us in writing or by e-mail.

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