



Q - STION BV
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TERMS AND CONDITIONS OF PURCHASE

- 1.1. "Customer" means the person whose name and address appear in the box marked "Customer" on the Purchase Order.
 - 1.2. "Documentation" means instructions, specifications, diagrams, printed circuit board layouts, lists of parts and other documents of similar nature relating to the Goods.
 - 1.3. "Goods" means the articles which Q-Stion B.V. agrees to buy from the Seller and where the context admits, including Materials and Documentation.
 - 1.4. "Intellectual Property" means copyright, patents, petty patents, utility models, rights in designs (whether registered or unregistered), topography rights, trade or service marks or application for any such rights or trade secrets, know-how, rights to confidence or any other intellectual or industrial property rights anywhere in the world subsisting.
 - 1.5. "Materials" means advertising, packaging or promotional materials relating to the Goods.
 - 1.6. "Purchase Order" means the purchase order to which these Terms is annexed.
 - 1.7. "Seller" means the person whose name and address appear in the box marked "Seller" on the Purchase Order.
 - 1.8. "Terms" means the terms and conditions of purchase set out in this document and any special terms and conditions agreed in writing by Q-Stion B.V..
 - 1.9. "Q-Stion's Information" means all design and technical drawings, prototype, samples, artwork, documents, technical know-how and other information, molds, forms or samples supplied to the Seller by Q-STION B.V., or goods placed by Q-STION B.V. at the Seller's disposal.
- 2. Order**
- 2.1. These Terms shall govern all orders placed by Q-STION B.V. with the Seller, which shall be deemed to have been accepted by the Seller if not rejected by the Seller within 7 days from the dispatch of the Purchase Order unless the parties expressly agree in writing and signed by authorized representatives of both parties that these Terms shall no longer apply or shall not apply to any particular purchase.
 - 2.2. These Terms shall not be varied in respect of any order placed by Q-STION B.V. with the Seller, unless such variation is made in writing and signed by authorized representatives of both parties.
 - 2.3. These Terms shall supersede any different or inconsistent terms or conditions in any order confirmation made by the Seller. These Terms constitute the entire agreement and understanding between the parties and supersede any prior agreement, understanding or arrangement between the parties, whether oral or written. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in communications between the parties which is not incorporated in these Terms.
 - 2.4. In the event that there is any inconsistency between these terms and conditions of purchase and the special terms and conditions in the Purchase Order, the latter shall prevail.
- 3. Conclusion of Contract**
- 3.1. The Seller shall hold open for four (4) weeks from the date of receipt by Q-STION B.V. any quotation or invitation to sell goods to Q-STION B.V. and the Seller shall accept all orders placed by Q-STION B.V. during such four (4) weeks in response to any such quotation or invitation.
 - 3.2. All orders placed by Q-STION B.V. shall be made in writing and sent by mail, telex, electronic mail or facsimile or may be placed verbally with written confirmation sent within 48 hours of the verbal communication. Orders placed by Q-STION B.V. shall not be required to be in any particular form.
 - 3.3. All orders placed by Q-STION B.V. shall be accepted by the Seller within seven (7) days of the date of the order, or if the order is placed verbally, within seven (7) days of the verbal communication.
 - 3.4. Typing mistakes, calculation errors of other obvious mistakes in any of Q-STION B.V. order may be corrected at any time by Q-STION B.V., whether before or after acceptance by the Seller and the Seller shall not be entitled to refuse or reject an order on the grounds of such mistake or error.
 - 3.5. All communications between the parties shall be deemed to have been received by the other party, if a signed copy is in the sender's possession, at the time of delivery (if delivered by hand) or the third day after posting (for local mail) or the tenth day after posting (for overseas mail) if sent by prepaid post, air-mail where applicable, or immediately upon transmission (if given by facsimile, electronic mail or by telex) with confirmed answerback (if given by telex).
 - 3.6. The Seller undertakes not to make any changes in the Goods after an order has been placed by Q-STION B.V. whether technical, (including for the purposes of technical improvement), aesthetic or of any other kind, without the prior written consent of Q-STION B.V..
- 4. Reservation of Ownership**
- 4.1. Property in the Goods shall pass to Q-STION B.V. immediately upon delivery by the Seller to the F.O.B. point specified in the order. All Goods shall be delivered free from any encumbrance, lien or property right of any third party.
 - 4.2. The risk in all Goods shall remain with the Seller until actual delivery to the F.O.B. point specified by Q-STION B.V. in the order. Q-STION B.V. shall be responsible for insurance of the Goods in transit from the F.O.B. point specified in the order.
- 5. Rights of Third Parties**
- 5.1. The Seller warrants that neither the Goods nor any Materials nor any technical documents normally provided with the Goods or specifically requested by Q-STION B.V. including any Documentation for use by Q-STION B.V. and/or Customers or end-users of the Goods shall infringe any third-party's intellectual Property at the time of the relevant order. The Seller further warrants that it has full right and title to manufacture, market, distribute, export, sell otherwise deal in the Goods, Materials and Documentation.
 - 5.2. Without prejudice to sub-clause 5.3 below, the Seller agrees to fully indemnify and hold harmless Q-STION B.V. and any Customer from and against all losses and damages (including loss of profits and consequential losses) which either Q-STION B.V. or any Customer may suffer or for which Q-STION B.V. or any Customer may become liable, and against all actions, suits, claims, penalties, cost (including legal costs on an indemnity basis) and expenses associated therewith arising from or incurred by a breach of the warranties in this Clause 5 and shall provide Q-STION B.V. or any Customer with all such assistance as Q-STION B.V. may request (at the Seller's expense) in the defense of any claim by a third party for infringement of its intellectual Property rights.
 - 5.3. In the event of any such claim by any third party, the Seller shall procure for Q-STION B.V. the right for Q-STION B.V. and Customers to continue distributing, importing, exporting, marketing and selling the Goods, Materials and Documentation in question. Failure to procure such right shall entitle Q-STION B.V., in addition to its rights under sub-clause 5.2 above, to terminate any or all outstanding orders placed with the Seller and to reimburse for any sums paid by Q-STION B.V. to the Seller in advance for the Goods under such orders.

General purchasing terms and conditions of the private limited company under Dutch law Q-STION B.V., also filed in the Commercial Register of the Chamber of Commerce for Noord-Nederland under number 01132416, with offices at Dorpsstraat 55, (7958 RM) Koekange, the Netherlands. These general terms and conditions have been filed in the Commercial Register of the Chamber of commerce for Noord-Nederland.



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6. Delivery

- 6.1. The Seller shall deliver all Goods to the delivery destination specified by Q-STION B.V. in its order or otherwise in writing. Delivery shall be governed by the INCOTERMS issued by the international Chamber of Commerce, Paris, in the version current at the time of delivery and insofar as the same are consistent with these Terms. In case of any discrepancy, these Terms shall prevail.
- 6.2. The Seller undertakes to comply strictly with all packing requirements stipulated by Q-STION B.V. in the order. The Seller shall only alter the packaging of the Goods with the prior written consent of Q-STION B.V..
- 6.3. In addition to any specifications set out in the order, the Seller shall ensure that all Goods are properly packed and secured in such a good manner as to reach their ultimate destination in good condition and shall comply with all packaging and labeling requirements of Q-STION B.V. and the country of the ultimate destination of the Goods.
- 6.4. A signed shipment advice or delivery order shall be deemed to be confirmation only of receipt of the Goods actually delivered and not acknowledgement or acceptance of the order having been completed and fulfilled. Acceptance shall only take place after inspection of the Goods for compliance with the description and quantity stated in the order by Q-STION B.V. or its Customer and post-delivery quality testing by Q-STION B.V. or its Customers provided that such inspection and testing shall take place within a reasonable time after actual delivery of the Goods and that Q-STION B.V. or its Customer, in its reasonable opinion, shall be satisfied with the results of such inspection and testing.

7. Delivery Times

- 7.1. Unless otherwise agreed in writing, any time stated in any order within which delivery or shipment shall be made, shall commence on the date of acceptance of the order or the date on which the Seller receives any agreed down-payment due to him before delivery or shipment of the Goods in question, whichever is the earliest. The date of receipt of the Goods by Q-STION B.V. or its Customer at the delivery destination specified by Q-STION B.V. in the order, shall be deemed to be the date of actual delivery.
- 7.2. Whether the order provides for a fixed delivery or shipment date or fixed period within which delivery or shipment shall take place, time shall be of the essence. In the event of the Seller's failure to deliver the Goods to the specified destination within the delivery or shipment period or on the fixed delivery or shipment date, for whatever reason regardless of whether it is due to the fault of the Seller, Q-STION B.V. shall, without prejudice to its rights and remedies in common law and subject to sub-clause 7.3 below, be entitled to damages (including loss of profits and consequential losses), costs (including legal costs on an indemnity basis) and shall be entitled to terminate (part of) the order and any other outstanding orders with the Seller without explicit announcement to the Seller and to return any Goods delivered late at the Seller's expense (including cost of storage and other expenses) or dispose of the Goods according to clause 11 and to reimburse for any sums paid by Q-STION B.V. to the Seller in advance for the Goods under such orders.
- Any period of grace which Q-STION B.V. may allow the Seller shall not constitute a waiver of Q-STION B.V.'s rights.
- 7.3. In the event of late delivery accepted in writing by an authorized representative of Q-STION B.V. of the whole or part of an order, the Seller shall be liable and undertakes, at Q-STION B.V.'s option either: -
- (a) to pay by way of liquidated damages 0.3% of the value of the undelivered Goods per day of delay or such greater percentage as Q-STION B.V. may prove in the event that damages actually sustained by Q-STION B.V. exceed 0.3%; or
- (b) pay damages to Q-STION B.V. according to the following schedule: -
- (i) Shipment due to be delivered by Air Freight
Period of Delay:
Damages equivalent to
- up to and including one (1) week 50% of the cost of sending the Goods by air freight
- up to and including two (2) weeks 100% of the cost of sending the Goods by air freight
- more than two (2) weeks
Damages (including loss of profit and consequential losses) and costs (including legal costs on an indemnity basis)
- (ii) Shipment due to be delivered by Sea
Period of Delay:
-Between two (2) to four (4) weeks (inclusive)
Damages equivalent to
- 100% of the cost of sending the Goods by air freight deducted with the original sea freight cost
- More than four (4) weeks
-Damages (including loss of profits and consequential losses) and costs (including legal costs on an indemnity basis)
- 7.4. The Seller shall notify Q-STION B.V. in writing immediately when it becomes aware that a delay is expected or has already occurred.

8. Documentation and Materials

- 8.1. The Documentation is acknowledged by the Seller to be an important part of any order and shall be delivered to the delivery address with Goods or shall be supplied to Q-STION B.V. or its Customers not later than the time of presentation of the Seller's invoice, whichever is earlier.
- 8.2. Q-STION B.V.'s information shall remain the property of Q-STION B.V. or its licensor. The Seller shall only use Q-STION B.V.'s information for the purposes of the Purchase Order and, in particular, shall not use any of Q-STION B.V.'s Information for publicity purposes nor make it available to any third party without the prior written consent of Q-STION B.V..
- 8.3. All other materials including parts and raw materials, of whatever nature, provided by Q-STION B.V. to the Seller for the purpose of manufacturing the Goods shall remain the property of Q-STION B.V.. Such materials shall be used solely for the purpose of completing Q-STION B.V.'s orders.
- 8.4. All Q-STION B.V.'s Information and other materials shall be returned to Q-STION B.V. upon demand in good condition and without delay or at the latest, upon completion of any order or series of orders.
- 8.5. All Intellectual Property in Q-STION B.V.'s Information shall remain the property of Q-STION B.V. or its licensor. All Q-STION B.V.'s Information and other materials shall be clearly marked by the Seller as the property of Q-STION B.V. and shall be stored and handled separately and carefully. The Seller shall be liable for any loss, deterioration or damage to any of Q-STION B.V.'s Information or other materials.
- 8.6. Q-STION B.V. or its authorized representative shall be entitled at any time during normal business hours without notice to enter the Seller's or the Seller's sub-contractor's premises for the purposes of inspecting Q-STION B.V.'s Information or other materials and the Seller's compliance with this Clause 8.
- 8.7. The Seller shall not copy any of Q-STION B.V.'s Information without the prior written consent of Q-STION B.V..
- 8.8. The Seller shall not advertise or publicize with products, packing or other materials of whatever nature which carry the logos or trademarks of Q-STION B.V. or the Customer without the prior written consent of Q-STION B.V..

9. Inspection and Rejection Rights

- 9.1. Q-STION B.V. or its authorized agent shall be entitled at any time during normal business hours by prior arrangement to enter the premises of the Seller to carry out production inspections and testing of the Goods to ensure that the Goods are of acceptable quality standards.

Q-STION BV
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The Netherlands
POBox 144 - 7950 AC Staphorst
The Netherlands

Managing Director: Henk van Ommen
Chamber of Commerce / KVK Nr.: 01132416
VAT no./BTW-Nr.: NL 819 480 855 B01

RABOBANK IBAN: NL 68 RABO 0112 8268 06
BIC: RABONL2U

General purchasing terms and conditions of the private limited company under Dutch law Q-Stion B.V., also filed in the Commercial Register of the Chamber of Commerce for Noord-Nederland under number 01132416, with offices at Dorpsstraat 55, (7958 RM) Koekange, the Netherlands. These general terms and conditions have been filed in the Commercial Register of the Chamber of commerce for Noord-Nederland.



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- 9.2. In the event that the Seller is not the manufacturer of the Goods, the Seller shall procure the right for Q-STION B.V. to carry out such inspections and testing at the premises of the manufacturer of the Goods at every stage of the manufacturing.
- 9.3. The Seller shall, upon request, supply Q-STION B.V. or its authorized representatives with a reasonable number of random samples of the Goods for inspection and testing.
- 9.4. In the event of a breach of this Clause 9, Q-STION B.V. shall be entitled to refuse acceptance of the Goods and the Seller shall then reimburse any sums paid by Q-STION B.V. to the Seller in advance of delivery and pay to Q-STION B.V. damages for breach of these Terms.
- 9.5. If the Goods are not of acceptable quality standards after the inspection and testing, the Seller shall remedy the defects within 7 days after the trial and the Goods shall then be re-inspected and re-tested again in the manner set out above. The Seller shall be liable to any loss and delay caused by the reinspection and re-testing.
- 10. Quality Warranties**
- 10.1. The Seller warrants that the Goods supplied shall comply with all applicable national, state, provincial or local laws, regulations and technical or safety standards in European Union and in every country notified to the Seller by Q-STION B.V. as being a country in which the Goods are to be imported or sold.
- 10.2. The Seller warrants that the Goods delivered shall be in accordance with the description, including but not limited to quality, assortment, measurement and design, compliance with Q-STION B.V.'s information and any other conditions or requirements of the order and shall correspond in all respects with any samples provided to and approved by Q-STION B.V.. The Seller warrants that all Goods shall be of merchantable quality, free of defects in materials, design (except insofar as such design was dictated solely by Q-STION B.V.) and workmanship, fit for their intended use and purpose and capable of withstanding normal and reasonable wear and tear.
- 10.3. The Seller warrants that it has free and clear title to the Goods supplied to Q-STION B.V. or its Customers.
- 10.4. Without prejudice to sub-clause 10.5 below, in the case of a breach of any of the warranties in sub-clause 10.2 above, Q-STION B.V. may, at its option:
- return the Goods to the Seller itself or by any Customer, and the Seller shall, at Q-STION B.V.'s option, repair or replace such Goods forthwith at the sole cost and expense of the Seller (including transportation and other incidental cost);
 - refuse to accept delivery of the order, thereby cancelling the order and any unfulfilled orders. The Seller shall, at Q-STION B.V.'s request, take back the Goods at its own cost and Q-STION B.V. shall not be liable for any additional costs arising therefrom;
 - request a reasonable abatement in the purchase price;
 - at the Seller's expense, carry out or have carried out, such repairs as Q-STION B.V. deems necessary or accept later or substitute delivery of the Goods; or
 - dispose of the Goods according to clause 11.
- 10.5. The Seller shall fully indemnify and hold harmless Q-STION B.V. against any losses, costs (including legal costs on an indemnity basis), expenses, claims and damages (including loss of profits and consequential losses) suffered or incurred by Q-STION B.V. (including as a result of claims by Customers), as a result of a breach of any warranty in this Clause 10.
- 10.6. Warranties in this Clause 10 (except sub-clause 10.3), which shall be without limitation of time shall continue for a period of six (6) years after the date of delivery except that in the case of hidden faults and quantity discrepancies, they shall continue until six (6) years after the discovery thereof.
- 10.7. In the event of any dispute or difference between Q-STION B.V. and the Seller in regard to the questions of whether the Seller has breached its quality warranties and as to the quantum of the damages which the Seller is liable under this clause, Q-STION B.V. may entrust an independent expert to determine the said questions whose findings shall be conclusive and binding on the Seller (but not Q-STION B.V.). The cost of employing the expert shall be borne by the Seller.
- 10.8. For avoidance of doubt, any testing and inspection conducted or issue of any approval or certificate by Q-STION B.V., its servant or agent provided in these Terms or otherwise shall not in any way prejudice, affect, reduce or relieve the Seller's liability to supply the Goods in compliance with these Terms, including but not limited to the quality warranties given by the Seller under clause 10.2 and 10.3.
- 11. Disposal of the Goods**
- Here Q-STION B.V. is entitled to reject the Goods in accordance with these Terms, unless within 7 days of receipt of notice of rejection given by Q-STION B.V., the Seller collects the Goods Q-STION B.V. may dispose of them as Q-STION B.V. shall think fit including selling the Goods without accounting to any loss occasioned thereby in the sale. The proceeds of sale shall be applied to settle the cost of the sale and claim of Q-STION B.V.. Any balance after setting the same shall be returned to the Seller.
- 12. Product Liability**
- The Seller undertakes to fully indemnify and hold harmless Q-STION B.V. against all product liability claims by third parties including any claims made under or as a result of claims against Q-STION B.V. or its Customers under laws or regulations implementing the Council Directive of the Council of the European Community dated 25th July 1985 on the approximation of the laws, regulations and administrative provisions of the Member States concerning liability for defective products and any amendment or replacement thereof.
- 13. Prices / Invoicing / Payments**
- 13.1. Prices stated in the Purchase Order shall be firm prices. Q-STION B.V. shall not be liable for any subsequent price increase for any reason whatsoever, especially due to any changes in exchange rates.
- 13.2. General decrease in prices is applicable to running orders.
- 13.3. Invoices for each order shall be submitted separately in duplicate stating the order number and date and in the form stipulated in the Purchase Order.
- 13.4. Payments may be made at the choice of Q-STION B.V. either by mailing crossed cheques or by bank remittance to the Seller's account. The date of the post mark of any cheque sent by mail shall be deemed to be the date of payment.
- 14. Confidentiality**
- 14.1. Each party undertakes to keep confidential all trade secrets, know-how and other confidential information of the other party (including, without limitation, technical and design information, materials, product ideas, and information relating to the other party, its business, finances, operations, customers or property or the details of any contract between the parties) and shall not divulge the same to any third party without the prior written consent of the party to whom the information belongs.
- 14.2. The provisions of this Clause 14 shall not apply to any information in the public domain otherwise than by breach of this Clause; information in the possession of the receiving third party before divulgence as aforesaid; or information obtained from a third party who is free to divulge the same.
- 14.3. The obligations of both parties as to disclosure and confidentiality shall continue in force notwithstanding expiry or early termination of any contract between the parties governed these Terms.
- 15. Severability**
- 15.1. The invalidity or unenforceability of any of these Terms shall in no way affect the validity or enforceability of any of the remaining Terms.

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7958 RM Koekange
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Managing Director: Henk van Ommen
Chamber of Commerce / KVK Nr.: 01132416
VAT no./BTW-Nr.: NL 819 480 855 B01

RABOBANK IBAN: NL 68 RABO 0112 8268 06
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General purchasing terms and conditions of the private limited company under Dutch law Q-Stion B.V., also filed in the Commercial Register of the Chamber of Commerce for Noord-Nederland under number 01132416, with offices at Dorpsstraat 55, (7958 RM) Koekange, the Netherlands. These general terms and conditions have been filed in the Commercial Register of the Chamber of commerce for Noord-Nederland.



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- 15.2. In the event of any these Terms being held to be invalid, the parties shall use their best endeavors to replace the same by mutually acceptable alternative terms.
- 16. Miscellaneous**
- 16.1. Nothing in these Terms shall constitute either party the agent of the other.
- 16.2. The obligations of the Seller under these Terms are personal to the Seller. The Seller shall not be entitled to assign or subcontract its rights or obligations under these Terms to any third party without the prior written consent of Q-STION B.V..
- 16.3. No time or indulgence granted by Q-STION B.V. to the Seller shall operate to waive Q-STION B.V.'s rights.
- 17. Governing Law and Jurisdiction**
- 17.1. Delivery shall be performed at the place specified in each order by Q-STION B.V..
- 17.2. These Terms and all contracts arising out of them shall be governed by the laws of the Netherlands.
- 17.3. The High Court of the Netherlands shall have non-exclusive jurisdiction in respect of any dispute arising out of and in connection with these Terms or any contract arising out of and in connection with them.