
General Delivery Conditions of COMPUTER-DEFECT

Clause 1: General

1. These Conditions are applicable to all, also pre-contractual and future, legal relationships between COMPUTER-DEFECT and its buyers. The term buyer also includes a client.
2. Conditions applied by the buyer are explicitly rejected.
3. Deviations from these Conditions are only binding on COMPUTER-DEFECT if they have confirmed this in writing.
4. In the event that any provision in these Conditions is annulled in court or out-of-court, the annulled provision should be adhered to as much as possible in determining what is binding to the parties.
5. These Conditions are also for the benefit of the personnel of COMPUTER-DEFECT and of third parties involved in the performance of the Agreement.

Clause 2: Formation of agreements

All offers are without obligation unless explicitly stated to the contrary. After an offer has been accepted COMPUTER-DEFECT can withdraw it during two working days.

Clause 3: Prices

1. All the amounts mentioned in offers, confirmations of orders or amounts stated otherwise include turnover tax and exclude transport costs unless otherwise specified.
2. The price stated by COMPUTER-DEFECT is based on purchase prices and other cost factors. When one of these components is increased after the formation of the agreement and before its completed performance, COMPUTER-DEFECT will be entitled to increase the agreed price. If the said price increase exceeds 10%, the Buyer will be entitled to dissolve the agreement within eight days after the announcement of the price increase by COMPUTER-DEFECT.

Clause 4: Delivery period and delivery

1. After an agreed delivery period has been exceeded COMPUTER-DEFECT will only be in default if they have received a written notice of default from the buyer in which they are given a reasonable period in order still to make the delivery and they fail to fulfil this obligation within this period.
2. If the said period has been exceeded, the buyer will be entitled to dissolve the agreement. In that case the buyer will not be entitled to damages and not be entitled, whether or not with authorisation of the Court, to carry out activities or have activities for the fulfilment of the obligations under the agreement carried out at the expense of COMPUTER-DEFECT unless the said period was exceeded as a result of the gross negligence or intent of the Management Board of COMPUTER-DEFECT and/or its managers.
3. COMPUTER-DEFECT is entitled to make part deliveries. Each delivery counts as a separate agreement and can be invoiced separately.

Clause 5: Amendments and cancellations

An amendment to or cancellation of the agreement by the buyer requires the explicit consent of COMPUTER-DEFECT.

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If the agreement has thus been amended or cancelled, the buyer will be obliged to pay to COMPUTER-DEFECT the financial losses, including lost profits, resulting from this for COMPUTER-DEFECT.

Clause 6: Retention of title

1. COMPUTER-DEFECT retains the title of the items delivered/supplied, to be delivered/supplied to the buyer pursuant to the agreement until the agreed price with regard to these items and the activities carried out or to be carried out in this connection for the benefit of the buyer has been paid in full, as well as until the claims due to a failure in the performance of the agreement by the buyer have been paid in full.
2. With regard to the items mentioned in paragraph 1 the buyer undertakes to refrain from acts of disposal such as pledging them or otherwise encumbering these items or handing them over to third parties except insofar as the buyer has at that moment fulfilled all his obligations mentioned in paragraph 1.
3. In the event that the buyer acts in contravention of the obligations mentioned in paragraph 2 COMPUTER-DEFECT will be entitled to remove all the items supplied/delivered by them and take them back. To this end the buyer is obliged to co-operate fully with COMPUTER-DEFECT in particular to grant them or persons appointed by them access (or have access granted) to the business or other spaces used by them. To this end the buyer gives his consent now for then.

Clause 7: Payment

1. For orders above €500 we demand a down payment of 40% which should be paid within 7 days after the order is placed. The remaining payment of 60% must take place within 8 days after the invoice date unless otherwise agreed in writing.
2. Full payment of amounts COMPUTER-DEFECT has charged the buyer for must take place within eight days after the invoice date unless otherwise agreed in writing.
3. If payment by the buyer has not taken place within the said period, all the outstanding invoices will be immediately due and payable without any notice of default being required. This is also the case if a moratorium, bankruptcy or guardianship is involved.
4. Payments made by the buyer serve to settle the costs due, then the interest and then the due and payable invoices that have been outstanding the longest, even if the buyer has stated that the payment relates to another invoice.
5. If payment has not been made in full by the buyer within the specified period, the buyer will immediately be in default by operation of law and from the due date onwards he will owe interest of 2% per month or a part of this on the outstanding amount. Moreover, in that case all the costs, the extra-judicial as well as the costs actually incurred, will be at the expense of the buyer notwithstanding his obligation to compensate for any further losses.
In both cases the buyer shall not be entitled to any damages whatsoever. If the period - in which due to force majeure the performance of the obligations by COMPUTER-DEFECT are not possible - lasts for more than a month, the buyer will also be entitled to dissolve the agreement without there being any obligation to pay damages in that case either.
6. The extra-judicial debt collection costs are determined on the basis of the debt collection rates of the Netherlands Bar (*Nederlandse Orde van Advocaten*) and are calculated on the outstanding principal sum.
7. COMPUTER-DEFECT is entitled to suspend their obligations until the buyer has fulfilled all his due and payable obligations.

Clause 8: Complaints

1. The buyer is obliged to check the item supplied immediately after delivery for any visible defects. In the event of visible defects the buyer has to inform COMPUTER-DEFECT in writing stating the reasons within

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a period of eight days after the delivery, failing which the items delivered are regarded as having been accepted.

2. COMPUTER-DEFECT must be notified in writing stating the reasons of any other defects immediately after being discovered or immediately after they could have reasonably been discovered, but in any event within one month after the delivery, failing which the items delivered are deemed to have been accepted.

The buyer is obliged to test the items supplied by COMPUTER-DEFECT.

3. A complaint made by the buyer does not entitle him to refuse or suspend payment. A complaint with regard to delivered items cannot affect items delivered previously or still to be delivered, not even if those items have been or are still to be delivered in performing the same agreement.

4. In the event that COMPUTER-DEFECT holds the view that a complaint has been made with good reason, COMPUTER-DEFECT will be entitled to credit a proportionate part of the invoice after consultations with the buyer or to re-fulfil the agreement maintaining the existing agreement, under the buyer's obligation to return this item to COMPUTER-DEFECT at their request or to return the faulty part via prepaid mail.

5. COMPUTER-DEFECT has no obligation whatsoever with regard to the complaint submitted if the buyer has not fulfilled on time and fully all his obligations (both financial as well as otherwise) to COMPUTER-DEFECT or if the items delivered are in every aspect no longer in exactly the same condition as during the delivery.

CLAUSE 9: Warranty

1. Unless stated in writing on the invoice COMPUTER-DEFECT does not give a warranty on the items supplied by them.

In the event of a manufacturer's warranty COMPUTER-DEFECT will only play a mediating role.

2. This mediating role entails that if the buyer invokes a provision in the manufacturer's warranty, COMPUTER-DEFECT will arrange for a direct replacement of the item.

COMPUTER-DEFECT will send the item to the manufacturer. In the event that the manufacturer does not honour the invocation of its warranty provision, apart from the price of the item with regard to which a warranty provision was wrongly invoked, the buyer will pay the price of the replacement item and the costs incurred by COMPUTER-DEFECT.

3. If COMPUTER-DEFECT has given any warranty this will exclusively entail the repair of the respective article in the workshop of COMPUTER-DEFECT. The warranty includes the payment of parts and labour costs. The warranty lapses immediately and fully if persons other than COMPUTER-DEFECT's personnel carried out repairs to or acted otherwise with the faulty article.

Clause 10: Liability

1. COMPUTER-DEFECT is not liable for losses suffered by the buyer which are the consequence of an attributable failure in the performance of their obligations or an unlawful act unless the losses are the direct consequence of gross negligence, intent or approval by the Management Board of COMPUTER-DEFECT or of one of their managers.

2. COMPUTER-DEFECT is in any event not liable for: consequential losses of the buyer (including disruption of business operations, lost income etc.) arising from any cause whatsoever. If necessary the buyer has to take out insurance against these losses;

any loss resulting from or in connection with products or services supplied or provided by COMPUTER-DEFECT but manufactured, composed or supplied by third parties. If necessary COMPUTER-DEFECT will provide the buyer with the necessary information in order to be able to recover losses from these third parties.

3. Specifications with regard to weights and measures provided by COMPUTER-DEFECT in images, catalogues, drawings or in other ways as well as any other specifications appearing in price lists, offers and/or confirmation of orders and advertising material are deemed to have been provided approximately and without obligation: COMPUTER-DEFECT does not accept any liability whatsoever for any inaccuracies.

4. In the event that COMPUTER-DEFECT is liable, the extent of the compensation will always be limited to not more than the invoice amount of the respective purchase.

5. Losses caused during repairs in the workshops are at the expense and risk of the customer unless the losses are attributable to COMPUTER-DEFECT due to gross negligence or intention.

Clause 11: Indemnity

The buyer indemnifies COMPUTER-DEFECT against any claims by third parties with regard to losses suffered or to be suffered by them in connection with the items supplied/delivered by COMPUTER-DEFECT.

Clause 12: Force Majeure

1. The term force majeure means a shortcoming which cannot be attributed to COMPUTER-DEFECT. This includes in any event a shortcoming as a result of:

- delays in the supply by supplier(s) of COMPUTER-DEFECT;
- serious disruptions in COMPUTER-DEFECT' business operations;
- transport delays;
- government measures including import and export prohibitions and import and export restrictions.

2. In the event of force majeure COMPUTER-DEFECT will have the option either to suspend the performance of the agreement or to dissolve it.

Clause 13: Dissolution, compensation and lapse of time

1. COMPUTER-DEFECT is entitled to dissolve the agreement in whole or in part notwithstanding the right to compensation for costs, damages and interest, if:

- the buyer applies for a moratorium;
- a bankruptcy application has been submitted by or against the buyer;
- property of the buyer has been seized before judgement or execution has been levied at the expense of the buyer;
- the buyer is a legal entity and this legal entity is being dissolved;
- the buyer is a natural person and he dies or he is no longer able to perform his agreement;
- other circumstances occur prejudicing the remedies of COMPUTER-DEFECT.

All this is applicable without COMPUTER-DEFECT being obliged to pay any compensation.

2. In that event COMPUTER-DEFECT will be entitled to remove and take back all the items supplied by them.

3. To this end the buyer is obliged to co-operate fully with COMPUTER-DEFECT in particular to grant them or persons appointed by them access (or have access granted) to the business or other spaces used by them. To this end the buyer gives his consent now for then.

4. The costs of taking back these items and their storage and sale will be at the expense of the buyer. COMPUTER-DEFECT is entitled either to keep the items in their possession until the buyer has fully fulfilled his obligations including interest, costs and compensation, or to sell the items to third parties in which case the net proceeds will be subtracted from the total amount due by the buyer.

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5. In the event that the agreement is dissolved, COMPUTER-DEFECT will be entitled to compensation by the buyer for the financial losses suffered by them unless the dissolution is the consequence of negligence or force majeure on the part of COMPUTER-DEFECT.

6. COMPUTER-DEFECT will only be in default if they have received from the buyer a written notice of default in which they are given a reasonable period in order still to fulfil their obligations and they fail to perform within this period.

7. Notwithstanding the provisions set out above, the claims of the buyer will expire one year after they arose.

Clause 14: Applicable law / competent Court

1. All agreements entered into by the parties are governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna, is not applicable.

2. Contrary to the legal rules for the jurisdiction of the Civil Courts, any dispute between the parties in cases where a District Court has jurisdiction will be settled by the District Court of The Hague. However, COMPUTER-DEFECT remains entitled to sue the other party before the Court having jurisdiction according to the law or the applicable Convention or to submit the dispute to arbitration.

Clause 15: Copyright website

Any text or visual material on COMPUTER-DEFECT' website must not be copied in any form whatsoever without their prior written consent.