



Article 1 Definitions

- 1.1 In these general conditions, the following terms have the meanings given unless otherwise expressly stated.

HTC: HTC International B.V., a private company with limited liability having its registered office in Rosmalen, the Netherlands, and listed in the Commercial Register of the Chamber of Commerce under number 16070717.

Customer: the party that, whether or not based on an offer, uses HTC's services or purchases items from HTC.

Contract: the contract between HTC and the Customer.

Article 2 General

- 2.1 These general conditions apply to each offer, quote and Contract between HTC and the Customer insofar as they have not been explicitly deviated from by the parties in writing.
- 2.2 The applicability of any purchase and/or other conditions of the Customer is specifically excluded.
- 2.3 If one or more provisions of these general conditions are at any time entirely or partly annulled or declared void by a court, the other provisions will remain in full force and effect.

Article 3 Offers and quotes

- 3.1 All offers and quotes of HTC are subject to contract unless the offer or quote specifies a period for acceptance.
- 3.2 Offers of HTC are based on the information provided by the Customer. The Customer guarantees that it has provided all information essential to the purpose and performance of the Contract to HTC truthfully and on time.
- 3.3 HTC may not be bound by an offer or quote if the Customer can reasonably understand that the offer or quote or a part thereof contains an obvious mistake or error in writing.
- 3.4 A composite offer shall not oblige HTC to perform part of the offer for a corresponding part of the specified price.
- 3.5 Offers and quotes do not automatically apply to future orders.

Article 4 Prices

- 4.1 All prices are in euros (EUR) excluding VAT and other government levies.
- 4.2 If HTC agrees a price, fixed or otherwise, with the Customer, HTC shall be authorised to increase this price without the Customer being authorised to terminate the Contract because of such an increase if:
- the price is increased on the basis of a power or an obligation under the law or regulations, or
 - the price is increased because of increases in cost or on the basis of other grounds that could not reasonably have been foreseen at the time that the Contract was entered into, or
 - the price is increased because of a change in the current exchange rate on the Amsterdam stock exchange between the euro and the currency of the country in which HTC purchases the items to be delivered.

Article 5 Performance of the Contract

- 5.1 To the extent required for the proper performance of the Contract, HTC has the right to have the Contract partly performed by third parties.
- 5.2 If a period has been agreed within the term of the Contract for the completion of certain work or the delivery of certain items, this period shall apply as an approximate one and shall never constitute a final deadline for HTC. If the period is exceeded, the Customer must declare HTC to be in default in writing.
- 5.3 HTC is at all times authorised, also if the Contract has already been performed in full or in part, to require full or partial payment in advance and/or require that the Customer provide security for the performance of its further payment obligations. As long as such advance payment is not made or such security is not provided, HTC shall be authorised to suspend performance of the Contract.

Article 6 Amendment of the Contract

- 6.1 Changes in the performance of the Contract required by the Customer after the Contract's formation must be made known to HTC by the Customer on time and in writing. A change in or addition to the Contract shall only be valid if it has been accepted in writing by both HTC and the Customer or delivery of the (changed) items or services has started.
- 6.2 Changes made to a Contract that has already been concluded may result in HTC exceeding the period or periods originally agreed for the completion of certain work or the delivery of items.



- 6.3 If a period is exceeded for the reason referred to in the preceding paragraph, the Customer shall not have a right to a change payment conditions, a discount or compensation. The Customer shall also not have the right to suspend its obligation to pay or terminate the Contract.

Article 7 Cooperation of the Customer

- 7.1 The Customer will always, both when asked and at its own initiative, provide all relevant information to HTC that HTC requires for the proper performance of the Contract.
- 7.2 If the Customer fails to make information necessary for the performance of the Contract available or fails to do so on time, or fails to make such information available in accordance with the applicable agreements, or if the Customer fails in some other way to perform its obligations, including those pertaining to the provision of information, HTC shall be authorised to suspend performance of the Contract.
- 7.3 If HTC incurs additional costs because requested information was not and/or requested documents were not made available properly or on time, these costs shall be borne by the Customer.
- 7.4 To the extent that equipment delivered must be connected to the public telephone network, the Customer must use the appropriate form to submit a request to the director of the telephone district concerned for the connection of the equipment prior to the delivery date of the equipment. All connection charges shall be borne by the Customer.

Article 8 Obligation to examine and complaints

- 8.1 The Customer must examine the services and/or items delivered or have them examined immediately after they have been delivered by HTC. In this context, the Customer must ascertain whether the services and/or items delivered are in conformity with what has been agreed between the parties.
- 8.2 If the Customer does not submit a written complaint to HTC within eight days after it has discovered or should have discovered a failure on the part of HTC to perform the Contract, the Customer may no longer make a claim on the basis of this failure.
- 8.3 If the Customer believes that it has a legitimate complaint, it shall not have the right to suspend its payment and other obligations or terminate the Contract.
- 8.4 The Customer must give HTC the opportunity to investigate a complaint or have a complaint investigated. If a complaint concerns items, these items must remain at the disposal of HTC. If it is established that a complaint is unfounded, all of the costs incurred by HTC in the matter shall be borne by the Customer.
- 8.5 To the extent that any claim is met by HTC, it is met entirely on a voluntary basis and the Customer may not derive any right from such action.

Article 9 Guarantee

- 9.1 For a period of three months following the delivery of an item, HTC will remedy all defects in the functioning of the item concerned or have such defects remedied or, at HTC's discretion, will take measures to replace the item or parts of the item, provided that the Customer has submitted a complaint in the way prescribed in Article 8 and has performed its payment obligations towards HTC in full and the item concerned is offered at HTC, unless the matter concerns an item or parts of an item that is not produced by HTC, in which case HTC guarantees the functioning of the item only to the extent that it has been given guarantees by the supplier or suppliers concerned.
- 9.2 All claims under the guarantee shall lapse if:
- a: improper or incorrect use is made of an item, including but not limited to use of the item in a manner contrary to the instructions in the product documentation and other documentation;
 - b: in the opinion of HTC, items have been incorrectly or inadequately connected by parties other than HTC;
 - c: the Customer or third parties performed work on the item without HTC's express written permission;
 - d: defects in or damage to items is the direct or indirect result of lightning strike or other external factors that affect products.

Article 10 Termination

- 10.1 If the Customer fails to perform its obligations under the Contract and this non-performance justifies termination, HTC shall be authorised to terminate the Contract with immediate effect without any obligation on its part to pay any compensation or indemnification, while the Customer shall be obliged to pay compensation or indemnification for breach of contract.
- 10.2 The Customer is at all times authorised to terminate all or part of the Contract. In the event of such termination, the Customer will be obliged to pay the amount owed, whether based on a fixed price or not, for HTC's work as a whole less the savings made by HTC as a result of the termination in return for delivery of the work already completed by HTC.



Article 11 Termination and suspension

- 11.1 HTC shall be authorised to suspend the performance of its obligations or terminate the Contract if:
- a) the Customer fails to perform obligations under the Contract or fails to do so in full or on time, or HTC has good reason to fear that the Customer will fail to perform the obligations referred to;
 - b) the Customer goes into liquidation, is granted a moratorium, is declared insolvent, is placed under guardianship or administration, loses all or part of its power to dispose of its capital or income, the Debt Management (Natural Persons) Act is declared applicable to the Customer, or if the Customer sells its business or attachment is levied against the Customer.
- 11.2 In addition, HTC shall be authorised to terminate the Contract if circumstances occur which are such as to make performance of the Contract impossible or otherwise if circumstances occur which are such that unaltered maintenance of the Contract cannot reasonably be required of HTC.
- 11.3 If HTC terminates or suspends, it shall not in any way whatsoever be obliged to pay compensation for damage that arises or for costs that arise in any way whatsoever as a result of such action.
- 11.4 If HTC terminates the Contract, its claims against the Customer shall become immediately due and payable.
- 11.5 If termination is attributable to the Customer or HTC must suspend performance of the Contract for a reason or reasons referred to in this article and/or in Article 7.2 of these general conditions, the Customer shall be obliged to pay compensation to HTC for the direct and indirect loss suffered and costs incurred as a result of such termination or suspension.

Article 12 Payment

- 12.1 Unless otherwise expressly agreed, payment must be made in euros (EUR) in a manner indicated by HTC within 14 days of the invoice date.
- 12.2 If the Customer fails to pay on time, it shall be in default by operation of law and shall owe statutory commercial interest. The Customer shall henceforth owe interest for each month or part of a month. A part of a month shall in this context be deemed to be a full month. The interest owed on the due and payable amount shall be calculated from the time at which the Customer is in default until the time at which the amount owed is paid in full.
- 12.3 From the time at which the Customer is in default it shall also owe compensation for all judicial and extrajudicial costs and enforcement costs incurred in connection with the collection of the invoiced amounts. The extrajudicial costs have been set at 15% of the principal, with a minimum of EUR 250.
- 12.4 Payments shall first be applied towards the payment of costs, next towards interest due and finally towards the principal and accrued interest.
- 12.5 Without entering into default as a result, HTC may refuse an offer of payment if the Customer indicates a different order regarding the application of the payment. HTC may refuse full payment of the principal if such payment does not also cover the accrued interest and collection costs.
- 12.6 Complaints concerning the amount of an invoice must be submitted in writing within 14 days of the invoice date. After this period, complaints shall not be accepted and the Customer's shall no longer have a right to complain. The Customer may never set off amounts that it owes to HTC.

Article 13 Force majeure

- 13.1 HTC shall not be obliged to perform any obligation towards the Customer if it is prevented from doing so by a circumstance for which it cannot be blamed or by a legal act for which HTC is accountable by law or according to generally accepted standards.
- 13.2 In these general conditions, *force majeure* means, in addition to its definition in law and case law, all external causes, foreseen or unforeseen, on which HTC cannot exercise influence but which nevertheless make it impossible for HTC to perform its obligations. *Force majeure* in any case means illness on the part of HTC employees, business interruption, a lack of raw materials, failures to deliver on the part of third parties, faulty materials, government measures, power failures, internet disruptions, malfunctions in the computer network or telecommunications facilities, war, staffing, strike action, riot and general transport problems, also if these circumstances occur at a manufacturer or supplier at which HTC has placed an order in the context of the Contract.
- 13.3 HTC also has the right to invoke *force majeure* if a circumstance that prevents performance or further performance occurs after HTC should already have performed its obligations.
- 13.4 HTC may suspend obligations under the Contract for the duration of the *force majeure* situation. If this situation persists for more than three months, each party shall be authorised to terminate the Contract without being obliged to pay compensation for damage to the other party.



- 13.5 To the extent that HTC has already performed some of its obligations under the Contract or remains capable of performing some of its obligations at the start of *force majeure* circumstances and the obligations already performed or to be performed have an independent value, HTC shall have the right to invoice separately for the obligations already performed or to be performed. The Customer shall be obliged to pay this invoice, which shall be deemed to be based on a separate Contract.

Article 14 Liability

- 14.1 HTC shall not be liable for damage of any nature whatsoever that occurs as a result of HTC action based on inaccurate and/or incomplete information provided by or on behalf of the Customer.
- 14.2 If HTC is liable for any damage, its liability shall be limited to a maximum equal to the price, excluding VAT, stipulated for the Contract or at any rate for the part of the Contract to which the liability relates. If the Contract is mainly a continuing performance contract with a term of more than one year, the price stipulated for the Contract shall be set at the total of the payments, excluding VAT, stipulated for one year.
- 14.3 HTC's liability shall in any case always be limited to the amount paid by its insurer in the case in question.
- 14.4 HTC shall only be liable for direct damage.
- 14.5 Direct damage exclusively means the costs reasonably incurred to determine the cause and extent of the damage insofar as the determination relates to damage as defined in these general conditions, any costs reasonably incurred to remedy a breach in the performance of the Contract insofar as the breach in question can be attributed to HTC and costs reasonably incurred to prevent or limit damage insofar as the Customer shows that this expenditure has limited direct damage as referred to in these general conditions.
- 14.6 HTC shall never be liable for indirect damage, which in general means, among other things, consequential damage, lost profit, lost savings and loss due to business interruption and more particularly means damage or costs of reproduction or recovery of lost or damaged data or computer software.
- 14.7 HTC shall also not be liable for any defect or fault in or damage to items that occurs after HTC has accepted these items for repair and/or processing.
- 14.8 The limitations of liability for direct damage set out in these general conditions shall not apply if damage can be attributed to intentional act or gross negligence on the part of HTC or its managers and subordinates.

Article 15 Retention of title

- 15.1 All items delivered by HTC shall remain the property of HTC until the Customer has properly performed all obligations under the Contract or Contracts concluded with HTC.
- 15.2 The Customer shall not pledge or encumber in any other way whatsoever items subject to retention of title.
- 15.3 The Customer must inform HTC immediately if third parties attach or wish to create or enforce rights with respect to the items delivered subject to retention of title.
- 15.4 The Customer undertakes that it shall have the items delivered subject to retention of title insured and maintain insurance cover against damage caused by fire, explosion and water and against theft, and shall submit the insurance policy to HTC for inspection should HTC so demand.
- 15.5 Items delivered by HTC that are subject to retention of title pursuant to the provision of paragraph 1 of this article may not be resold or used as a means of payment.
- 15.6 For the period that the Customer has the items in its possession and ownership has not yet been transferred, the Customer shall make clear to third parties that the items are the property of HTC and shall keep them separate from any other items or other business machinery and equipment in its possession. During this period, the Customer shall never present itself to third parties as the owner of the items.
- 15.7 Should HTC wish to exercise its ownership rights as referred to in this article, the Customer hereby grants HTC or third parties designated by HTC unconditional and irrevocable permission to enter the premises at which HTC's property is kept and also take back the items.
- 15.8 The risk of loss, damage or decrease in value passes to the Customer at the time at which the items are delivered to the Customer.

Article 16 Indemnity against third-party claims

- 16.1 The Customer indemnifies HTC against all claims of third parties that relate directly or indirectly to the Contract.
- 16.2 The Customer particularly indemnifies HTC against claims for compensation as a result of damage of any nature whatsoever that occurs as a result of HTC action based on inaccurate and/or incomplete information provided by or on behalf of the Customer in the context of Contract performance.



- 16.3 The Customer shall be obliged to assist HTC at law and otherwise if a claim is lodged against HTC pursuant to this article, and to immediately do all that which may be expected of it in such a situation. If the Customer fails to take adequate measures, HTC shall be authorised to take such measures without a notice of default being required. All costs and damage that may be incurred and suffered by HTC and third parties as a result shall be fully at the Customer's risk and expense.

Article 17 Time limit

- 17.1 In derogation from the statutory time limits, the time limit of all claims and defences of the Customer against HTC is one year.

Article 18 Applicable law and choice of forum

- 18.1 Only Dutch law applies to all Contracts between HTC and the Customer.
18.2 Without prejudice to HTC's right to submit a dispute to a legally competent court, disputes between the parties shall in the first instance be submitted to the competent court of the town or city in which HTC has its place of business unless mandatory law prescribes otherwise.

Article 19 Interpretation and location of the conditions

- 19.1 These conditions have been filed at the office of the Chamber of Commerce in 's-Hertogenbosch, the Netherlands.
19.2 The Dutch text is always decisive regarding the interpretation of the content and purport of these general conditions.
19.3 The most recent version filed or the version current at the time that the Contract was formed always applies.
19.4 HTC may always unilaterally change these general conditions.