

General Conditions of Trading

MSupport International BV

Article 1. Definitions

- 1.1. In these General Conditions of Trading, the following terms carry the following meanings, unless otherwise indicated or unless clearly discernible from the context.
 - a. MSupport: The user of these General Conditions of Trading: MSupport International BV with its registered office at De Pas 21, Bemmell, The Netherlands, registered at the Dutch Chamber of Commerce under number 69070083;
 - b. Customer: The company or entity that enters into an agreement with MSupport;
 - c. Agreement: the agreement between MSupport and the Customer;
 - d. Product: the product or service supplied by MSupport;
 - e. Materials: All designs, drawings, texts, translations, audio and other materials or (electronic) files that have been developed or made available by MSupport in the context of this Agreement;
 - f. Location: The location where Products are to be installed.

Article 2. General

- 2.1. These General Conditions of Trading apply to all offers and Agreements concerning the supply of Products by MSupport to the Customer as well as all (other) acts between MSupport and the Customer, including any negotiations and pre-contractual situations.
- 2.2. Any clause agreed, deviating from these GCT is only valid to the extent that they have been agreed in writing or by e-mail.
- 2.3. Under no circumstance will any purchase conditions or other (general) conditions from the Customer apply.
- 2.4. In the event that one or multiple clauses in these GCT are at any time partially or fully void or annulled, then the rest of the GCT will remain fully applicable. The void or annulled clauses will be replaced by MSupport, wherein the purpose and extent of the original clause(s) will be respected as much as possible.
- 2.5. In the event that MSupport does not always insist on strict adherence to these General Conditions of Trading, this does not imply that such clauses do not apply or that MSupport would lose any right to strict adherence to these General Conditions of Trading in other cases.
- 2.6. MSupport retains the right to change these General Conditions of Trading unilaterally and to apply the modified General Conditions of Trading to existing Agreements. The Customer will be advised in writing or by e-mail of a new version of the General Conditions of Trading.

Article 3. Quotations and offer

- 3.1. Quotations by MSupport are without obligation.
- 3.2. MSupport is not bound to her offer in case of printing errors, typo's, or programming errors in its pricelists, quotations, agreements or e-mails.
- 3.3. Offers or prices are not automatically valid for future Agreements.

Article 4. Conclusion of the Agreement

- 4.1. The Agreement is concluded upon the Customer signing and returning the Agreement or if the Customer has confirmed approval by e-mail.
- 4.2. A placed order or a concluded Agreement cannot be cancelled.

Article 5. Prices

- 5.1. All prices exclude sales tax and delivery cost unless expressly otherwise indicated.
 - 5.1. MSupport reserves the right to adjust its prices from time to time.
- 5.2. The Customer is liable for changes in currency exchange rates. This means that MSupport is entitled to recalculate the original price when a currency fluctuation in the offered or agreed currency. Such recalculation does not give the Customer the right to cancel an Agreement
- 5.3. In the event that offered or agreed prices are including import duties, or any other formal duty or tax and these costs increase, then MSupport reserves the right to charge any increase to the Customer. Such recalculation does not give the Customer the right to cancel an Agreement.
- 5.4. In the event that offered or agreed prices are including freight and/or handling charges and these charges increase, then MSupport reserves the right to charge any increase to the Customer. Such recalculation does not give the Customer the right to cancel an Agreement.
- 5.5. MSupport will advise the Customer at the earliest opportunity on any price review or cost increase.

Article 6. Delivery

- 6.1. Unless otherwise agreed, deliveries take place Ex Works in accordance with the definition of the last published version of Incoterms.
- 6.2. MSupport is allowed to make partial deliveries.
- 6.3. The Customer is obligated to take delivery of the Products. A delayed delivery does not constitute a right to refuse delivery.
- 6.4. In the event that the Customer refuses or is unable to provide instructions for delivery, MSupport is entitled to stock the Products at the expense and risk of the Customer. If the Customer ultimately does not take delivery of the Products, immaterial whether (partial) payment for the Products has taken place, MSupport reserves the right to sell the Products for and on behalf of the Customer upon giving notice of default. The Customer remains liable for the total Product value, including interest, incurred cost and damages, however where appropriate, reduced with any net amounts received from a sale to third parties.
- 6.5. The Customer is responsible for all import duties, taxes and import formalities relating to the Product.

Article 7. Lead time

- 7.1. The lead time conveyed to the Customer is not to be considered a deadline
- 7.2. In the event that the lead time is being exceeded as a result of an event which lies outside the influence of MSupport and cannot be attributed to MSupport as further described in Article 17 of these General Conditions of Trading, the lead time will automatically be extended with an equal period as was exceeded by such an event.
- 7.3. Under no circumstances will exceeding the lead time be grounds for cancelling the agreement or the right to any compensation.

Article 8. Obligations of the Customer

- 8.1. The Customer is held to provide MSupport in a timely manner with all necessary information for the execution of this Agreement.
- 8.2. The Customer is obliged to use the Product in accordance with its intended use and according any issued instructions and/or technical specifications.
- 8.3. The Customer is responsible for the correct use of the Product and the correct application in the Customer's organisation.
- 8.4. The Customer is in its country solely responsible for observing any and all national or local rules and regulations that apply to the purchasing, owning, stocking, transporting, using, selling and disposing of the Product in any way or form.

Article 9. Installation

- 9.1. In the event that MSupport is installing Product for the Customer, then without prejudice to the other articles in these General Conditions of Trading, the clauses in this article apply.
- 9.2. The Customer is held to provide MSupport timely access to the Location.
- 9.3. The Customer guarantees that the Location is suitable for the installation of the Product.
- 9.4. The Customer is to facilitate MSupport to carry out and complete its work without disturbance and in a safe and timely fashion in accordance with the Agreement.

Article 10. Mediation activities

- 10.1. In the event that MSupport has mediated between the Customer and a third party to reach a (sales) agreement, then MSupport is no party to that agreement. MSupport bears no responsibility if this third party does not fulfil its obligations regarding the Customer. If the third party is in breach of contract against the Customer then this is solely a case between the Customer and the relevant third party.
- 10.2. MSupport can never be held responsible for the actions and/or omissions of a third party with whom the Customer has reached an agreement by mediation by MSupport.

Article 11. Change of Agreement and additional cost.

- 11.1. In the event that parties agree that the Agreement is to be changed, this may influence the time of completion. MSupport will advise the Customer of any changes at the earliest possible opportunity.
- 11.2. When possible, any financial consequences of a change in the Agreement will be conveyed to the Customer in advance.
- 11.3. Waiting times or delays that are caused by unforeseen circumstances or the Customer not fulfilling its obligations, when leading to on-cost, will be charged to the Customer.

Article 12. Invoicing and payment

- 12.1. Parties will agree in written form or by email on the invoicing and payment conditions.
- 12.2. Payment has to take place in full without any deductions for discount, cost or counter invoices.
- 12.3. Late payments by the Customer will entitle Msupport to suspend any (further) deliveries to the Customer until such time that the monies due, including interest and cost, have been paid. Msupport is not liable for any damages that may be incurred by the Customer as a result of a suspended delivery.
- 12.4. If the Customer does not pay in a timely fashion, then the Customer is in default, and the legally established interest rate for trading activities will be charged to the Customer starting from the moment of default till full receipt of monies due. All judicial and extrajudicial cost incurred by Msupport for collecting overdue amounts, will be at the expense of the Customer. The extrajudicial collection cost are set at 15% of the principal amount due with a minimum of €150.
- 12.5. Any payment made by the Customer will go towards settling the incurred interest charges and subsequently to settling the collection cost. Only after full settlement of these amounts, payments made by the Customer will go towards settling the principal amount due.

Article 13. Right of retention

- 13.1. All delivered Product and Product still to be delivered remain the sole property of Msupport until all claims on the Customer by Msupport present or future have been paid in full.
- 13.2. Until such time that the Customer has gained rightful ownership of the Product, the Customer will not:
 - a. Pledge the Product in any way;
 - b. Grant duty on the Product to a Third Party;
 - c. Offer the Product for resale outside the Customers normal company activities.
- 13.3. The Customer has the obligation to store the Product subjected to the right of retention with due care and clearly identifiable as property of Msupport. At all

General Conditions of Trading

MSupport International BV

- time the Customer is bound to act in such a way that the property rights of MSupport are safeguarded
- 13.4. In the event that the Customer does not fulfil its obligations to MSupport and in the event that the Agreement is dissolved through whatever cause, then MSupport is entitled to repossess all Product subjected to the right of retention, without prior notice or judicial intervention without prejudice to MSupport's right to full compensation.
- 13.5. In the event that MSupport wishes to exercise its right as described in this Article, the Customer is obliged to grant MSupport access to all Locations where Product is stored. The Customer is liable for all the cost incurred by MSupport in repossessing the Product.
- 13.6. The Customer will immediately notify MSupport in case of seizure, receivership or bankruptcy, and will advise the bailiff, receiver or curator of MSupport's property rights.
- 13.7. Clauses mentioned in the Article are without prejudice to any other rights attributable to MSupport.
- Article 14. Liability and superannuation**
- 14.1. MSupport will not be held liable for any damage resulting directly or indirectly from:
- an event that is in fact outside MSupports' power and can therefore not be attributed to MSupport as amongst others described in Article 17 of these General Conditions of Trading;
 - any act or form of negligence by the Customer, its subordinates or any other person that acts for or on behalf of the Customer.
- 14.2. MSupport is not liable for any damage in any form whatsoever caused by MSupport based on incorrect or insufficient information supplied by the Customer.
- 14.3. Any liability to MSupport is ruled out in the event that the Customer makes, or instigates any alteration to the Product.
- 14.4. MSupport cannot be held liable for any damage that has occurred as a result of wrongful or inexpert use of the Product.
- 14.5. MSupport is not liable for corruption or loss of data as a result of sending data using telecommunication facilities.
- 14.6. The Customer is obliged to offer cooperation in any measure to avoid any (further) damage claims originating in a failure in the Product in the event that MSupport deems it necessary to take steps or cooperate in a recall action initiated by the manufacturer of the Product. MSupport can never be held responsible for damages incurred by the Customer as a result of initiated recall actions.
- 14.7. MSupport can never be held liable for consequential damages. Amongst others, the following can be considered consequential damages: lost sales; lost profit; lost savings; damages to the company; interruptions in the company processes; damages caused by delays or stoppages; damage to reputation; fines incurred and indirect damages irrespective of their origin.
- 14.8. In the event that MSupport has been proven liable for any damage, then MSupport's liability is limited to the figure that will be covered by the insurer. In the event that the insurer is not prepared to cover the damages, or if the damages are not covered by any insurance, then any liability to MSupport is limited to the invoice value of the related Product, at least to such part of the Agreement that relates to the liability.
- 14.9. Any right to claims or warrants of the Customer on MSupport, from whatever source, will expire after one year from the moment that the Customer is able to exercise her rights to these claims or warrants.
- 14.10. The customer is obliged to compensate MSupport for any and all damages in the event that the Customer does not, not timely or inappropriately honour its contractual or legal obligations or if the Customer commits any unlawful act against MSupport.
- Article 15. Complaints and warranty**
- 15.1. The Customer is obliged to check delivered Product immediately upon delivery. In particular the Customer is to check:
- if the correct Product has been supplied;
 - if the correct number of Product has been delivered;
 - if the Product complies with the agreed specifications or the demands for normal use.
- 15.2. Complaints regarding the supplied order have to be advised to MSupport at the earliest convenience.
- 15.3. A defect to one Product does not entitle the Customer to refuse the entire order of which the failed Product is a part.
- 15.4. Complaints do not entitle the Customer to delay payments.
- 15.5. In the event that the Customer shows that the Product was defective at the moment of delivery, then, MSupport at its own discretion, will replace the Product, repair the Product or credit the value of the Product.
- 15.6. Any warranty terms will be made known before or at the moment of reaching an Agreement in the event that that (factory)warranty applies on the Product.
- 15.7. The Customer is obliged to give MSupport the opportunity to investigate any complaints and/or (warranty)claims.
- 15.8. No complaints or (warranty)claims will be (further) considered in the event that:
- defects are the result of inexpert use;
 - the Product has not been used in accordance with agreed use or if not agreed, its generally accepted use;
 - unauthorised work and/or alterations and/or repairs have been carried out on the product by the Customer or by a third party;
- there is question of an inconsequential usually accepted and/or technically unavoidable Product deviation;
 - defects are caused by components or products which have not been supplied by MSupport;
 - there is question of damage inflicted by a third party (vandalism);
 - defects are the result of use outside the technically allowed specifications.
- 15.9. In the event that the Customer has made an unjustified (warranty)claim, all (research) cost will be charged to the Customer.
- 15.10. The replacement of a part of the Product and/or a repair as a result of a warranty claim will not extend the warranty period.
- Article 16. Dissolution**
- 16.1. Without prejudice to its right for compensation on incurred damages, MSupport reserves the right to suspend or cancel all (further) Agreements in the event of seizure, receivership or bankruptcy of the Customer, or in the event that the Customer loses control over its capital in any way, or in the event of stopping the activities or liquidation of the Customer.
- 16.2. Without prejudice to its right for compensation on incurred damages, MSupport reserves the right to suspend or cancel all (further) Agreements in the event that the Customer fails to fulfil its obligations or if MSupport has reasonable fear that the Customer will not (be able to) fulfil its obligations and the Customer is unable to provide security for these obligations.
- 16.3. MSupport is not liable for any damages pursuant to carrying out paragraph 16.1 and/or 16.2.
- 16.4. In case any of the events mentioned in paragraph 16.1 and/or 16.2 occurring, all demands by MSupport on the Customer will be immediately claimable.
- Article 17. Force Majeure**
- 17.1. MSupport shall not be in breach of this Agreement, nor liable for any failure or delay in performance of its obligations under this Agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (**Force Majeure Event**), including any of the following: obstruction by third parties, governments included; obstructions in transport; theft; adverse weather conditions; strikes; riots; acts of terrorism; war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; loss or damage of the Products during transport; failure to deliver in time by a supplier to MSupport; export or import restrictions; fire; interruptions and accidents at MSupport or its suppliers; interruption or failure of utility service, including but not limited to electric power, gas or water; interruption or failure of internet or e-mail services; mandatory compliance with any law.
- 17.2. Force majeure will also include a non-attributable failing of a supplier through which MSupport is unable (in a timely manner) to perform according to its obligations in the Agreement.
- 17.3. In as much as MSupport had already partially fulfilled its obligations from the Agreement, or will be able to fulfil the obligations, MSupport will be entitled to invoice the (to be) fulfilled part of the obligations. The customer is obliged to pay this invoice as if it were a separate Agreement.
- Article 18. Confidentiality**
- 18.1. Each party undertakes that it shall not at any time disclose to any person any Confidential Information of the other party from the agreement or any other source. Information is deemed confidential when this has been explicitly mentioned or can be derived from the nature of the information. The party receiving confidential information will only apply this to its intended use.
- Article 19. Intellectual Property Rights**
- 19.1. The Customer shall respect all intellectual property rights that rest on the Products supplied by MSupport unconditionally and fully.
- 19.2. MSupport or its licence giver shall remain full and exclusive rightful claimant to the intellectual property of the Materials unless agreed in writing between the Customer and MSupport.
- 19.3. MSupport grants duty to the Customer to use the Materials, exclusively within and for the purpose of its own organisation, however only in the event that the Customer has fulfilled its (payment) obligations pursuant the Agreement.
- Article 20. Customer service**
- 20.1. Questions and/or complaints relating to an order can be addressed to the MSupport customer service. The customer service can be reached as follows:
- through the e-mail address henk@bits4tours.com;
 - through telephone number +31 (0)481 454664;
 - through the contact form on the website.
- Article 21. Applicable law and competent court**
- 21.1. Any Agreement between MSupport and the Customer and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG) does not apply.
- 21.2. Any dispute or claim arising out of or in connection with an Agreement or its subject matter shall be submitted to the competent court in the district where MSupport has its registered office.