

# General Terms and Conditions SDD Finance BV and/or subsidiaries d.d. March 2016

## Article 1 Definitions

SDD: SDD Finance BV and/or its subsidiaries SDD Productions BV, SDD BV, SDD R&D BV and SDD Vastgoed BV, being the contractor.  
Buyer: each natural person or legal person that enters with SDD into a contractual relation or wishes to enter on the basis of a purchase agreement or another kind of agreement concluded with SDD, being the Principal.

## Article 2 Applicability

2.1 These General Terms and Conditions are applicable to all (online) offers of and to all agreements concluded with SDD. The subject of the offer or agreement concerns both the delivery of goods and services. The accepting of an offer or the placing of an order and/or the conclusion of an agreement means that the buyer accepts the applicability of these terms and conditions.  
2.2 These General Terms and Conditions exclude all terms and conditions of purchase or others of the buyer or of any organisation whereto the buyer, unless these have been accepted explicitly in writing by SDD.  
2.3 Special stipulations in the purchase agreement or other agreement prevail over the stipulations recorded in these General Terms and Conditions and are only binding if these have been agreed in writing.  
2.4 In case of invalidity of one or more stipulations in these General Terms and Conditions the other stipulations shall remain in force. SDD and buyer shall conduct consultation about the invalid stipulations in order to make a replacing regulation, observing the tenor of the concluded purchase agreement or another kind of agreement.

## Article 3 Offer, conclusion and execution of the agreement

3.1 All offers are non-binding.  
3.2 Offers must be regarded as an invitation to the potential buyer to placing an order. Until the moment of confirmation of the order placed by the buyer by SDD, SDD is in no manner whatsoever bound to the order placed by the buyer.  
3.3 An order of the potential buyer as mentioned in article 3.2 will be deemed to have been placed in one of the following circumstances:  
a) the potential buyer has fully completed the requested data in the appropriate digital manner thereto via the web shop of SDD and the fully completed ordering data has been sent to SDD electronically and has been received by SDD;  
b) by the buyer a personalised offer in whichever form has been signed which is received by SDD and this personalised designated offer has been issued by SDD to the potential buyer.  
3.4 An agreement is concluded on the moment that by SDD an order confirmation has been handed out to the buyer or, if the order has been placed via the web shop, the order confirmation is sent per e-mail to the e-mail address stated by buyer.  
3.5 Buyer and SDD explicitly agree that, by making use of forms of electronic communication, a valid agreement is concluded, as soon as the terms and conditions in article 3.3 and 3.4 have been complied with. Especially the absence of an ordinary signature, does not affect the binding nature of the order and the acceptance thereof. The electronic files of SDD will be regarded, insofar the law permits so, hereby as assumption of evidence.  
3.6 A personalised offer in whichever form has a validity period of 14 days, unless another term is stated in the designated offer.  
3.7 Changes in the agreement shall only be valid, if they have been agreed in writing between SDD and buyer.  
3.8 SDD is authorised without permission of the buyer, to outsource or let execute the commission or parts thereof by third parties in its employment, if this furthers in his view a good or efficient execution of the commission.  
3.9 For all purchase agreements and other agreements, applies that delivery takes place "EX WORKS" in accordance with the most recent Incoterms issued by the International Chamber of Commerce, unless explicitly agreed otherwise in writing with SDD.

## Article 4 Prices and payment

4.1 The agreed price is exclusive of VAT and other levies by the government and "EX WORKS" in accordance with article 3.9.  
4.2 SDD is authorised to charge on price increases. If the price increase amounts to more than 10% per year, then buyer has the right to dissolve the agreement.  
4.3 In case of purchases on account, the payment must be received by SDD within 14 days after date of the invoice, unless explicitly agreed otherwise in writing. In case of commissions of € 50,000 and more, 50% of the total value of the order will be invoiced before the date and 50% after the date of physical delivery invoiced.  
4.4 In the absence of timely payment, buyer is liable to pay a delay interest of 3% of the amount of the invoice per month.  
4.5 payments made by buyer serve each time for the payment of all due interest and costs and subsequently of due invoices, that stand out the longest, even if buyer states, that the satisfaction concerns a later invoice.

## Article 5 Delivery and reclamation

5.1 Delivery times (and duration of repairs) are non-binding and are only stated by approximation. Exceeding of the delivery time can never, also not after notification of default, give a claim to compensation of damages, unless explicitly is agreed that there is an instance of a fatal term, or such clearly shows from the agreement.  
5.2 Reclamation over direct detectable defects must have been received within seven days after delivery or the execution of the concerned services by SDD. In the absence thereof SDD is not liable regarding the concerned defect.

## Article 6 Default Principal

6.1 If buyer does not comply with his obligations deriving from the agreement and neither gives suit to a notification of default with a term of one week, then SDD is authorised to declare the agreement without intervention by the courts as dissolved. In that case, buyer is liable for the damage suffered by SDD. Payment obligations, concerning already executed activities or deliveries, remain intact.  
6.2 If SDD in case of imputable shortcoming of buyer in the compliance with his legal obligation proceeds to (out-of) court measures, then the costs thereof come for the account of buyer.  
6.3 Notwithstanding the existing payment obligations of buyer, the agreement will be dissolved without intervention by the courts and without that any notification of default shall be required, on the moment in time, on which the Principal will be declared in a state of bankruptcy, provisional suspension of payment has been filed for, or by attachment, being put under supervision or otherwise loses the authority to dispose over his capital or parts thereof, unless the curator or supervisor acknowledges the obligations deriving from the agreement as debt. Buyer is liable for all damage suffered by SDD.  
6.4 When SDD is necessitated to hand over an unpaid invoice for collection, to third parties (lawyer, bailiff, collection agency and so forth) then SDD is authorised to charge the buyer with a compensation because of the costs made by SDD of at least 15% of the amount of the invoice with a minimum of € 250,00, notwithstanding the right of SDD to claim the damage actually suffered by it from the buyer.

## Article 7 Retention of title and property rights

7.1 Except for the stipulations in sections 7.2 to 7.6, the property of the goods shall pass over to buyer upon delivery.  
7.2 SDD retains the property of all goods delivered by it to buyer until buyer has complied with all of his obligations from the concluded agreement. Also applies the retention of property for the claims, which SDD might acquire against buyer because of the shortcoming of buyer in one or more of his obligations towards SDD. All costs that correlate with the redelivery of the property shall be for the account of buyer.  
7.3 As long as the property of the delivered goods has not transferred to the buyer, he may not put a lien on the goods or grant to a third party any other right thereto.  
7.4 The buyer is required to keep the goods delivered under retention of title with the

necessary care and as recognisable property of SDD.

7.5 If buyer come short in the compliance with his payment obligations towards SDD or gives SDD good ground to fear, that he shall come short in those obligations, then SDD is authorised to take back the goods delivered under retention of title. Thereto the buyer shall grant SDD at all times free access to his terrains and/or buildings for the exercise of the rights of SDD. After taking back, Principal shall be credited for the market value, which in no case can be higher than the original purchases, decreased with the costs fallen on the repossession.  
7.6 If there is a well-founded doubt at SDD concerning the payment capacity of the buyer, then SDD is authorised to postpone the delivery of goods, until the buyer has provided surety for the payment. The buyer is liable for the damage to be incurred by SDD by this delayed delivery.  
7.7 Unless explicitly agreed otherwise, the right of use of the buyer with regard to the delivered goods/services is limited to the enterprise of the buyer. The goods/services, delivered by SDD, may not without its explicit permission be made available to third parties.  
7.8 SDD reserves all industrial and intellectual property rights on the goods/services.  
7.9 The buyer is not permitted to introduce changes in the goods, unless from the nature of the delivered it follows differently or it has been agreed otherwise in writing.  
7.10 Upon violation of the stipulations in the sections 7.8 and 7.9, buyer is liable to pay to SDD for each violation a contractual fine of € 10,000.00, irrespective of the other rights of SDD to compensation of damages, compliance with or dissolution of the purchase agreement or other agreement.

## Article 8 Force Majeure

8.1 SDD is not liable for non, non-correct or not timely execution of commissions granted to SDD, if those are the consequence of Force Majeure in the broadest sense of the word. Under Force Majeure will be understood among others: strikes, fire and other calamities, enterprise disruptions, energy disruptions, non or non-timely delivery of suppliers or other involved third parties and the absence of any permit to be obtained from the government. Also will be understood under Force Majeure: disruptions in a (telecommunication) network or connection or used communication systems and/or the on any moment not being available of the internet site of (the web shop) of SDD.  
8.2 If SDD at the emergence of the Force Majeure has already partially complied with its obligations or can only partially comply with its obligations, then it is authorised to invoice the already delivered or the deliverable part separately and buyer is required to pay this invoice as if it concerned a separate contract.

## Article 9 Right of retention

9.1 SDD is authorised to keep goods that SDD has under it from the buyer, under it until satisfaction of all costs that SDD has made for the execution of commissions of buyer, irrespective of whether these commissions concern aforementioned or other goods of the buyer, unless the buyer has provided sufficient surety for those costs.

## Article 10 Liability

10.1 SDD accepts liability for damage suffered by buyer, that is the consequence of an imputable shortcoming in the compliance with its legal obligation, if and insofar this liability is covered by its insurance, up to the amount of the pay-out by the insurance, increased with the applicable own risk.  
10.2 If the insurer for any reason does not proceed to distribution, then the liability of SDD is limited to the amount of the invoice with a maximum of € 25,000.00.  
10.3 In deviation of what has been stipulated in sections 10.1 and 10.2, SDD accepts no liability for damage because of exceeding the delivery term as a consequence of changed circumstances and damage as a consequence of defective cooperation, information or materials of the buyer.  
10.4 SDD accepts no liability for goods which have been made available by the buyer to it or have been delivered to it.  
10.5 SDD is not liable because of violation of patents, licences or other rights of third parties by the use of data, which have been provided to it by or on behalf of the buyer for the execution of the commission.  
10.6 SDD is never liable for consequential or enterprise damage, indirect damage and profit or turnover loss.

## Article 11 Warranty and service

11.1 SDD warrants that goods that carry the brand SDD, shall be free during one year after the date of delivery of material defects. SDD shall repair and replace material defects during this period free of charge, with exception of second hand goods that carry as a standard a warranty period of 2 months.  
11.2 If SDD repairs or replaces a good, then this takes place within a reasonable term and with a reasonable care and skills.  
11.3 SDD shall repair no defects and replace no defective goods if the defect or the defect is the consequence of an external cause, such as wear and tear by normal use, deliberate damage, negligence or if software or hardware of a third party not delivered by SDD, is installed by buyer on or is connected with the good delivered by SDD, or in case of an accident, danger, humidity management, electric tension or other surrounding circumstances that usually are not found in a safe environment. SDD shall also repair or replace no parts of delivered goods that have been modified or repaired by a third party.  
11.4 The obligation of SDD to repair or replacement is not applicable on articles for use.  
11.5 On the goods delivered by SDD that do carry the brand SDD, shall warranty be given, such as that has been granted by the concerned manufacturer or supplier to SDD and is complied with towards SDD.  
11.6 SDD offers the buyer the possibility to conclude a service/maintenance agreement for goods carry the brand SDD.

## Article 12 Cancellation

12.1 All agreements that have been concluded for an undefined time end with their completion or on the moment in time determined by parties or the customs.  
12.2 Cancellation of agreements for an undefined time must take place in compliance in writing with a term of at least three months. If from one of the parties can, in reasonableness, no longer be required that the agreement continues longer, under the circumstances that give cause hereto come for the account and/or risk of that party, cancellation can be allowed against a notice period shorter than three months or without notice period.  
12.3 The party that cancels without being authorised thereto, or without observation of the agreed notice period, is liable for the damage to be suffered by the other party because of it.

## Article 13 Statute of limitations

13.1 All legal claims of buyer on the basis of an agreement subject to these General Terms and Conditions, shall expire after expiry of one year, to be counted from the day on which the goods have or should have been delivered or from the day that the activities were or should have been completed.

## Article 14 Applicable law and disputes

14.1 The Laws of the Netherlands are applicable to these General Terms and Conditions, the purchase agreement or other agreement. The stipulations of the Treaty of the United Nations concerning international purchase agreements regarding movable goods (Vienna Purchase Treaty) are not applicable as any existing or future international regulation concerning the purchase of movable physical goods of which the working can be excluded by parties.  
14.2 All disputes which might arise between parties, shall exclusively be resolved by the competent court in the Netherlands within which jurisdiction the legal seat of SDD is located unless the law by rules of mandatory law has declared another court competent.  
14.3 Insofar these General Terms and Conditions have also been composed in another language than that of the Netherlands, the Netherlands' text shall prevail each time in case of differences.