

1. General

These General Terms and Conditions apply to every offer, quotation, agreement, product, service, as well as the formation of an agreement and the execution thereof. All offers and quotations are non-committal.

1.1 Definitions In the General terms and conditions of supply set out in this document ("Conditions") the following words and phrases shall have the following meanings:

1.1.2 " PHONICARE INTERNATIONAL B.V. " means PHONICARE INTERNATIONAL B.V. (chamber of commerce number 85829919) a company registered in the Netherlands, having its place of business at Bergschenhoek, the Netherlands.

1.4.3 "Customer" means the entity purchasing the Products or the Services.

1.5.4 "Order" means the customer's purchase order for the Products and/or the Services.

1.6.5 "Product" means the hardware or software product or products described in the Order.

1.7.6 "Services" means the services described in the Order.

1.8.7 "Writing" means any written communication, including fax transmission where the successful transmission can be proved by an automatically generated report, and "Written" shall be construed accordingly

2. Application

The application of possible general terms and conditions of the PHONICARE INTERNATIONAL B.V. customer or customer's customer is excluded, unless and insofar as we explicitly agree to such terms in writing in the agreement. Deviations from these General Terms and Conditions need to be approved by PHONICARE INTERNATIONAL B.V. explicitly and in writing.

3. Liability a. Even though PHONICARE INTERNATIONAL B.V. provide advice, products and work performance to the best of their knowledge and ability, PHONICARE INTERNATIONAL B.V. accept no liability for possible damages, caused by or with or as a result of the use of whichever product by the customer, or customer's customer. b. We accept no liability for inaccuracies in data, etc. provided to PHONICARE INTERNATIONAL B.V. by or on behalf of the customer (for the execution of the agreement made with PHONICARE INTERNATIONAL B.V.). We are not obliged to verify the data or documents provided by or through the customer or a third party. We may assume such data or documents to be correct. In this respect, the customer shall indemnify PHONICARE INTERNATIONAL B.V. in every way against possible third party claims arising from said inaccuracies. c. The customer will be in default by the mere fact of late payment, without the requirement of any order, summons, or any other form of notice thereof.

4. Delivery shall be "ex works". The delivery of our products takes place at the location accessible to the means of transport.

5. Price If, after acceptance of an order, circumstances arise that give rise to price alterations of the products to

be delivered, PHONICARE INTERNATIONAL B.V. have the right to adjust

the price accordingly. The customer shall be entitled to terminate the contract, within Fourteen days after being informed of the change, or could have reasonably been informed thereof.

6. Delivery / lead Time All delivery / lead times are specified to the best of our knowledge and abilities, but are always indicative. The delivery/lead time indicated in any order confirmation or given verbally or by telephone will be specified by PHONICARE INTERNATIONAL B.V. as accurately as possible. We can never be obliged to pay any compensation for exceeding the delivery time.

7. Partial Deliveries If deliveries take place in parts, every delivery will be considered as a separate transaction with all its legal consequences.

8. Marketing Customer will provide PHONICARE INTERNATIONAL B.V. with samples of all PHONICARE INTERNATIONAL B.V. related marketing communication/material developed/made by customer itself (such as: Brochures, newsletters, packing, displays, labels, images/photo's, etc. before use for approval.

9. Force Majeure Cases of force majeure such as disruptions in the company or delivery, or at our suppliers and also in every hindrance or delay in the transport. Furthermore, the non-delivery of products by our suppliers, strikes and lockouts, import and export prohibitions or restrictions, fires, accidents, mobilization, war, threat of war, riots, utility provision, or provisions of any government. Seizures of whatever nature and any other circumstances, regardless of whether such circumstances were foreseen at the time of the formation of the contract, which temporarily or permanently prevent the fulfilment of the agreement, temporarily or permanently prevent the execution of the agreement, or make the execution of the contract considerably more difficult than expected, give PHONICARE INTERNATIONAL B.V. the right to suspend or cancel the delivery either partly or completely.

10. Warranty With regard to granting any warranty on delivered products, we expressly reserve that no further guarantees are provided for items that are not sold / manufactured by PHONICARE INTERNATIONAL B.V., than those provided by the actual manufacturer of these products. PHONICARE INTERNATIONAL B.V. GENERAL TERMS & CONDITIONS | PHONICARE INTERNATIONAL B.V. | Jan Stuytstraat 82 | 2662 JB | BERGSCHENHOEK | Netherlands |

11. Dissolution If the customer/other party: • is declared bankrupt, cedes his/her estates or assets, requests a suspension of payment, or the whole or any part of his/her property is seized, dies or is placed under guardianship, • fails to perform his/her legal obligations or obligations arising from these conditions, fails to pay an invoice amount or part thereof, including the transfer of his / her business in a prospective or existing company, or proceeds to amend the objective of his/her company, makes his/her will to sell the object, in which or to which we are performing or have to perform our work, known

to PHONICARE INTERNATIONAL B.V., we have the right, if only one of the imposed conditions takes place, to consider the

agreement null and void, without any judicial intervention being required, or to demand any amount owed by the counterparty for the services provided by PHONICARE INTERNATIONAL B.V. in its entirety, immediately and without any warning or notice of default, without prejudice to our right to compensation for costs, damages, and interest.

12. Complaints about any incorrect deliveries, the quality of the delivered products, or the performance of service and/or work, as well as complaints about the invoice, must be reported by registered letter or E-mail, within 8 days after receipt of the products/completion of the work/service, containing the specific reasons. After this period has lapsed, the delivered products or the invoice respectively are considered to be approved by the customer. PHONICARE INTERNATIONAL B.V. is not required to handle subsequent complaints. If and insofar as a complaint is accepted by PHONICARE INTERNATIONAL B.V., we will have the choice to either deliver, replace, or cancel the entire delivery. Returning the supplied products can only occur after prior written permission, under the conditions to be determined by PHONICARE INTERNATIONAL B.V.. The buyer shall never be able to assert any right to compensation for damages suffered by him/her or a third party.

13. Payment Unless otherwise agreed, payment must take place without any discount or compensation by deposit or transfer to a bank account indicated by PHONICARE INTERNATIONAL B.V., within the agreed payment terms. The value date as indicated on our bank statements is decisive and will therefore be considered as the date of payment. If the customer is in default in paying the selling price/price of the products to be delivered on the due date, we are entitled to require an interest rate of 10% per month on the outstanding amount from the day after expiry of the payment period, without any notice being required. Moreover, all judicial and extrajudicial costs associated with the collection of our claim are at the expense of the customer. The extrajudicial costs are at least 15% of the amount due with a minimum of € 100, - excluding VAT.

14. Agreement a. To PHONICARE INTERNATIONAL B.V., the creditworthiness of our customer is a condition for the formation of an agreement with this customer. If any circumstances become known to PHONICARE INTERNATIONAL B.V. in whatever way, which raises doubt of the Creditworthiness of a customer, we have the right to immediately suspend our deliveries or services or to demand collateral for payment.

b. Should the customer default to promptly meet his/her obligations in any way, by suspension of payments, request a suspension of payment, bankruptcy, seizure, cession or liquidation of the customer's estates or assets, all that he/she is due to PHONICARE INTERNATIONAL B.V. under any contract is immediately payable in full. At that time, we have the right to claim back and retrieve unpaid

products without prejudice to our rights resulting from default by the customer. c. The customer will be in default by the mere fact of late payment, without the requirement of any order, summons, or any other form of notice thereof.

15. Retention of Title a. All products delivered by PHONICARE INTERNATIONAL B.V., regardless of the replacement, the trend of the stocks, and the payments and partial payments made, remain PHONICARE INTERNATIONAL B.V. property until the purchase price has been paid in full. b. The customer is entitled to resell or process the products delivered by PHONICARE INTERNATIONAL B.V. in a conventional manner. However, as long as the payment of any product delivery has not been met in full, the customer is not entitled to pledge the products to a third party or to use the products as collateral for a third party, or to transfer these as security, under any title whatsoever, to a third party. c. The customer who is in default of payment is obliged to return all unsold products upon the first request.

16. Disputes a. All PHONICARE INTERNATIONAL B.V. agreements are subject to Dutch law. b. All disputes that will or may arise between PHONICARE INTERNATIONAL B.V. and its customer regarding these conditions or the agreement will, with the exclusion of any other court, be subject to the discretion of the competent court in the Netherlands.

We kindly ask you to have our PHONICARE INTERNATIONAL B.V. General Terms and Conditions signed by the authorized person within your company. Please send the agreed and signed version back to PHONICARE INTERNATIONAL B.V..

COMPANY:

NAME:

POSITION:

DATE:

SIGNATURE:
