

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF MCPARTNERS BV

1. Definitions

Supplier: The private company under Dutch law McPartners B.V. also trading under the name MacPartners, located at Jaap Bijzerweg 29 in Woerden.

Customer: The natural or legal person, acting in the exercise of a profession or business, or its successor(s), who enters into an agreement with the supplier.

Agreement: The agreement for the supply of products or services by the supplier to the customer. These general terms and conditions are part of the agreement.

2. General Provisions

The customer has taken note of the content of these general terms and conditions and accepts their applicability to the agreement.

These general terms and conditions apply to the agreement, as well as to all legal acts preceding it and all subsequent agreements between the supplier and the customer. If the customer wishes to declare their own general terms and conditions applicable, such applicability is expressly rejected unless explicitly agreed upon in writing by the supplier.

The supplier may unilaterally amend these general terms and conditions.

3. Formation of the Agreement

An agreement is formed when the customer returns the offer unchanged, either in writing and signed, or by email, to the supplier. After receiving the offer, the supplier sends the customer an order confirmation by email or in writing within a reasonable period.

An offer from the supplier is entirely without obligation. The supplier has the right to revoke the agreement within 48 hours after receipt of acceptance.

Offers are valid while stocks last.

The customer is responsible for the accuracy of the address and contact information provided and must promptly communicate any changes.

4. Price

The price and other costs, including transportation, installation, insurance, statutory disposal fees, and VAT, that the customer must pay are set out in the offer, order confirmation, and invoice, which the customer accepts in the manner described in article 3.1.

The supplier has the right to unilaterally change the price, in which case the customer has the right to terminate the agreement. Neither party can claim any compensation in such a case.

5. Delivery

At the customer's request, the supplier can deliver the ordered products at an additional cost. Rates are available from the relevant sales department.

The delivery period mentioned by the supplier is indicative and not a strict deadline. Reasonable deviations are allowed without this being grounds for compensation and/or termination of the agreement.

The supplier reserves the right to deliver and invoice ordered items in partial shipments. The customer bears the risk of the items from the moment they are delivered to the location specified by the customer.

In case the customer is in default of accepting the purchased items, the supplier is entitled to terminate the agreement without further notice and recover damages from the customer.

6. Installation

Unless otherwise agreed, the supplier is not obliged to install the products.

If it is agreed that the supplier will install the products, this will be done at an additional cost. Rates are available from the relevant sales department. The supplier will make every effort to install the products within a reasonable period. The supplier is not liable for not timely performing the installation. The customer must cooperate fully and provide information to enable the supplier to install the products. The customer is responsible for making backups and securing stored data. The customer guarantees that there are no computer viruses on the equipment on which the supplier will install products or services.

7. Transport

Unless otherwise agreed in writing, the mode of transport, shipment, packaging, etc., is determined by the supplier.

8. Payment

Payment is made by deposit or transfer to a bank or giro account designated by the supplier.

Unless otherwise agreed, payment must be made within eight days of delivery.

After the expiration of the period mentioned in article 8.2, the customer is in default by operation of law.

If the customer is in default towards the supplier, the customer is obliged:

- a) to fully reimburse the supplier for extrajudicial and actually incurred judicial costs. The extrajudicial costs to be reimbursed by the customer amount to at least 15% of the unpaid amount with a minimum of €100 (excluding VAT).
- b) to pay default interest to the supplier at the statutory interest rate plus 2%.

Every payment by or on behalf of the customer is first applied to satisfy any due costs, damages, and interests and then to discharge the oldest outstanding claim. The customer can never invoke set-off.

9. Retention of Title

The supplier retains ownership of the goods delivered to the customer until the customer has fully paid everything owed to the supplier under any existing or future delivery of goods, the performance of work by the supplier for the customer in connection with the delivered or to be delivered goods, and compensation to be paid by the customer to the supplier for non-compliance with agreements regarding the purchase of all goods, including interest as in article 8.4 sub b and costs.

The customer holds all goods for the supplier from the delivery until the date of full payment (as mentioned in 9.1) and is obliged to keep them as a good custodian and ensure that the goods are clearly separated, i.e., identifiable as originating from the supplier.

The customer is obliged to insure the goods delivered under retention of title against fire and explosion hazard, water damage, and theft to the satisfaction of the supplier. Policies must be made available to the supplier for inspection upon request. The customer is required to pledge the rights under these insurances to the supplier upon request.

The customer is not entitled to process, alienate, or encumber the goods without prior written permission from the supplier.

This retention of title also applies to any third party acquiring the claim(s) described under 9.1 by assignment or subrogation. In the case of assignment or subrogation, the retention of title does not lapse.

10. Liability

The total liability of the supplier for attributable failure in the performance of the agreement is limited to compensation for direct damage up to the amount of the agreed price (excluding VAT).

The supplier's liability for indirect damage, including consequential damage, lost profit, missed savings, and damage due to business interruption, is excluded, except where there is gross

negligence or intent on the part of the supplier, excluding intent and gross negligence of employees of the supplier or third parties engaged by the supplier.

11. Warranty

The supplier provides no warranty on the goods delivered by it. The supplier is, however, obliged to follow the provisions of the manufacturer's warranty of the delivered goods.

Notwithstanding the above, the customer cannot invoke the above-mentioned warranty provisions if:

- the customer has made or allowed changes to the goods, including repairs not carried out by or on behalf of the supplier;
- the defects are wholly or partly the result of incorrect, careless, or unprofessional use;
- the defects have occurred as a result of lightning, fire or water damage, or other external causes or calamities;
- the customer has neglected the goods;
- the customer has treated the goods negligently in other ways, or in such a manner that the risk, according to common opinion, is at the customer's expense.

12. Complaints

Any complaints about a product delivered by the supplier must be made in writing and substantiated to the supplier immediately and no later than 8 working days after delivery. After this period, the right to complain expires.

After the aforementioned period, the supplier is assumed to have fulfilled its obligations correctly, and it is assumed that the customer has received the goods in good condition, unless the customer proves otherwise. Complaints never entitle the customer to suspend payments.

If a complaint made by the customer under this article is honored by the supplier, the supplier will rectify the defect free of charge without the customer being entitled to any compensation or to suspend their payment obligations towards the supplier.

13. Returns

The supplier only accepts returned goods if it has previously agreed to the return in writing, by fax, or by email, and only if the goods are delivered to the address specified by the supplier in the original packaging and in the state in which the supplier delivered them to the customer. If the value of the goods has decreased between the time of purchase and the return, the purchase price will be refunded according to the value of the goods in the market at the time the goods are received by the supplier.

Excluded from returns and refund of the purchase price are: memory and software whose seal has been broken; electronic software downloads; products that make internal contact with the human body and therefore pose health risks to a subsequent user for hygienic reasons. The customer will not receive a refund of the purchase price or a right to a service if the delivery of the service by the user or third parties has already begun.

14. Termination/Dissolution

The purchaser is considered to be in default if:

- the purchaser fails to fulfill any obligation under the agreement, or fails to do so in a timely manner;
- the supplier has good reasons to fear that the purchaser will fail to fulfill their obligations and the purchaser does not comply with a written demand to declare their willingness to fulfill their obligations within a reasonable period set in the demand;
- the purchaser files for their own bankruptcy or is declared bankrupt;
- the purchaser is granted a suspension of payments;
- an attachment is made on the whole or part of the purchaser's assets, and it is not lifted within 10 days after the attachment is made;
- the purchaser proceeds with or decides to discontinue or transfer their business or a significant part of it, including the contribution of their business to a company to be established or already existing, or proceeds with or decides to change the objectives of their business or to dissolve it;
- upon the death of the purchaser, if they are a natural person.

In case of default by the purchaser, the supplier is entitled, without any obligation to pay damages and without prejudice to the supplier's other rights, to declare the agreement wholly or partially dissolved by means of a written notice to the purchaser.

In case the agreement is terminated or dissolved in any way, the provisions regarding termination/dissolution, applicable law, and disputes remain fully applicable.

All extrajudicial costs that the supplier reasonably incurs to obtain payment from the purchaser, once the default condition has been met, are to be borne by the purchaser and amount to 15% of the outstanding claim with a minimum amount of €100 (excluding VAT) per invoice not (fully) paid.

15. Intellectual Property Rights

The purchaser will not remove or alter any distinctive marks regarding the intellectual property rights of the rightful owner.

16. Software

All software is licensed under the conditions specified in the applicable license terms.

The purchaser guarantees that all supplied software is compatible with the systems and practices used by the purchaser.

17. Export Control

The purchaser agrees to comply with all export laws, including but not limited to the legislation of the European Union and the "United States Department of Commerce Export Regulations."

18. Disputes and Applicable Law

All disputes regarding the agreement entered into by the parties, as well as these general terms and conditions, are exclusively subject to Dutch law. All disputes arising between the supplier and the purchaser will, as far as possible according to mandatory legal competence rules and unless otherwise agreed, be exclusively submitted to the competent court in the district of Utrecht.

19. Confidentiality

McPartners BV and the Client mutually commit to confidentiality regarding all data and information about each other's organization, clients, files, data, and products, which parties become aware of during activities performed for each other or for clients of the Client. Data and information may only be used for the execution of the agreement entered into by the parties.

20. Privacy Clause

The personal data mentioned on an order form or obtained through a request, work order, etc., are processed in accordance with the General Data Protection Regulation (GDPR / VPEC of 25-05-2018). Through this processing, we can provide the client with optimal service, timely supply them with current product information, offer personalized promotions, and fulfill our warranty obligations towards the client.

The client has the right to access and correct these data. Any objection from the client against processing for direct mailing activities will be honored. Furthermore, the data may be made available, if necessary, to the product supplier, its affiliated companies, and its sales organization within the context of warranty, product information, (direct) marketing activities, and other (service) services.

If the client does not wish to participate in any of the above-mentioned processing activities, they can inform us traceably via Name, Address, Postal Code, City, and Email Address. The client can also always unsubscribe immediately if they no longer wish to receive certain information.

In addition to this Privacy Clause, McPartners also maintains a more comprehensive Privacy Policy, which serves as an integral supplement to our General Terms and Conditions. The Privacy Policy can be requested from us and/or viewed on our website.