

## GENERAL TERMS AND CONDITIONS X-CAGO B.V.

### Article 1. Definitions

In these terms and conditions, the following terms shall have the following meanings:

- X-CAGO:**  
X-CAGO B.V.  
Visiting address: Jagerstraat 8, 6042 KA Roermond  
Phone number: +31 475 354060  
E-mail address: info@x-cago.com  
Chamber of Commerce number: 12043124  
VAT identification number: NL 8093.03.310.B01
- Customer:** any party, not being a consumer, who enters into an agreement with X-CAGO;
- Agreement:** any agreement entered into between X-CAGO and a Customer;
- Day:** calendar day;

### Article 2. Declaration by the Customer

- By entering into the agreement, the Customer declares that he is acting in the exercise of a profession or business and is not a consumer. Whereby consumer means: the natural person who is not acting in the exercise of a profession or business.
- X-CAGO shall, if after the conclusion of the agreement it appears that the Customer is a consumer, X-CAGO shall be entitled to dissolve the agreement with immediate effect.

### Article 3. Applicability of and obligation to these terms and conditions

- These terms and conditions apply to every offer, quotation and agreement - whether remote or not - between X-CAGO and a Customer insofar as these terms and conditions have not been expressly deviated from in writing by the parties.
- The applicability of any (purchase) conditions of the Customer is expressly rejected.
- If one or more of the provisions in these terms and conditions is, at any time, wholly or partially void or voided, then the remaining provisions of these terms and conditions shall continue to apply in full. X-CAGO and the Customer shall in that case enter into consultation with a view to agreeing on new provisions to replace the null and void provisions, taking into account, as far as possible, the purpose and purport of the original provisions.

### Article 4. Offers and quotations

- All offers and quotations, regardless of the manner in which they are made, are without obligation. The prices mentioned in an offer are exclusive of turnover tax, transport, administration and shipping costs unless explicitly stated otherwise.
- X-CAGO cannot be held to its offers or quotations if the Customer can reasonably understand that the offers or quotations, or any part thereof, contain an obvious mistake, clerical error or (other) obvious error.

### Article 5. Conclusion of agreement

- An agreement will only come into being after the Customer places an order with X-CAGO and this order is confirmed by X-CAGO in writing. X-CAGO is entitled to refuse an order without giving reasons.
- If the agreement is concluded electronically, X-CAGO will take appropriate technical and organizational measures to secure the electronic transmission of data and will provide a secure web environment.
- X-CAGO is entitled - within legal frameworks - to inform itself whether the Customer can fulfill its payment obligations, as well as all those facts and factors which are important for a responsible conclusion of the agreement. If, on the basis of this investigation, X-CAGO has good reason not to enter into the agreement, it is entitled to refuse an order or application or to attach special conditions to its execution.

### Article 6. The Price

- X-CAGO reserves the right vis-à-vis the Customer to change prices when this is necessary due to changes in the exchange rate, legal regulations, changed prices of suppliers or any other cause. X-CAGO will notify the Customer accordingly.
- Notwithstanding the previous paragraph, X-CAGO may offer products or services whose prices are subject to fluctuations in the financial market over which X-CAGO has no influence, at variable prices. This link to fluctuations and the fact that any prices mentioned are target prices will be mentioned with the offer.

### Article 7. Delivery and performance

- Delivery shall be made, unless otherwise agreed in writing, by making the goods available at X-CAGO's visiting address. Delivery of services shall be made by the commencement of the services. Delivery in parts is permitted. Delivery of digital products such as software (licenses) takes place by making the digital products available, for example via an ftp upload, delivery to an S3 bucket, USB disk or another data carrier such as LTO Tapes. The provision by X-CAGO is preceded by applicable test procedures or programs that demonstrate, that the digital products meet the specifications.
- The delivery times indicated for delivery by X-CAGO are indicative, are not deadlines and may be adjusted by X-CAGO in the interim. Exceeding the delivery time does not entitle the Customer to compensation or dissolution of the agreement.
- If the Customer cancels (unilaterally terminates) the agreement prior to the scheduled delivery date, which must be done in writing whereby the time of receipt of the aforementioned cancellation at X-CAGO shall be considered the time of cancellation, the Customer shall owe X-CAGO 50% of the order price without prejudice to X-CAGO's right to full compensation.
- In the event that the indicative delivery time is exceeded, the Customer must give X-CAGO written notice and a reasonable period of at least days14 to comply.

- If the goods to be delivered have not been taken up by the Customer within days14 after they have been made available, X-CAGO shall be entitled to store these goods at the expense and risk of the Customer.

### Article 8. Force Majeure

- If X-CAGO is unable to reasonably perform the Agreement, or is temporarily unable to perform the Agreement, as a result of force majeure, X-CAGO shall not be liable for any loss suffered by the Customer as a result.
- Force majeure shall include (but not be limited to): natural phenomena as a result of which the agreement cannot be performed or cannot be performed on time, such as storm, flooding and severe storms; severe traffic stoppages and other obstructions in transport; restriction or discontinuation of the supply by the utility companies of water, gas or electricity; accidents, illness and temporary or permanent disability of employees of X-CAGO, strikes, lockouts, actions by trade unions, government measures that were not foreseen, internet failures, problems with hosting providers and other circumstances beyond the control of X-CAGO.
- In the event of force majeure, X-CAGO shall be entitled, at its option, either to suspend its obligations under the agreement or to dissolve the agreement with the Customer, in whole or in part, out of court, all also without any obligation to pay any compensation to the Customer.
- If X-CAGO has already partially fulfilled its obligations arising from the agreement when the force majeure occurs, or can only partially fulfil its obligations arising from the agreement, it shall be entitled to separately invoice the part already delivered or the deliverable part and the Customer shall be obliged to pay this invoice as if it were a separate agreement.

### Article 9. Payment

- All invoices of X-CAGO shall be paid without suspension, discount or set-off by crediting X-CAGO's bank account as stated on the invoice.
- Payment must be made within 14 days of the invoice date.
- X-CAGO shall be entitled, notwithstanding the previous paragraph, to stipulate an advance payment.
- If an advance payment is stipulated, the Customer cannot assert any rights regarding the execution of the order concerned before the stipulated advance payment has been made.
- The Customer has the duty to immediately report inaccuracies in payment data provided or stated to X-CAGO.
- The Customer shall be in default without notice of default if payment is not made within the term of payment or if invoices cannot be collected by X-CAGO or can only be collected at a later date.
- From the day the Customer is in default, the Customer shall owe X-CAGO interest of two percentage points above the statutory commercial interest rate on the outstanding claim(s). X-CAGO may also claim compensation of extrajudicial costs, which are fixed at 15% of the outstanding claim(s) with a minimum of €160, - excluding VAT. All this without prejudice to the right of X-CAGO to full compensation.
- X-CAGO shall be entitled to set off its claim(s) against the Customer (under any agreement between X-CAGO and the Customer, or any damage arising therefrom) against debts owed by X-CAGO to the Customer.
- If the Customer is in default with any payment, X-CAGO is entitled to suspend or dissolve (the execution of) its obligations under any agreement between it and the Customer.

### Article 10. Retention of title and passing of risk

- All goods delivered by X-CAGO in the context of the agreement - whether remotely or not - shall remain the property of X-CAGO until the Customer has properly and completely fulfilled all obligations under the agreement(s) concluded with X-CAGO. As long as the Customer has not met all his obligations, the Customer undertakes vis-à-vis X-CAGO to treat the delivered goods with due care, to keep them insured and not to pledge them, process them, transfer them or hand them over to third parties.
- The risk of damage, loss and/or depreciation of goods shall pass to the Customer upon delivery.

### Article 11. Investigations and complaints

- The Customer shall thoroughly inspect the delivered goods for defects at the time the goods are made available to him.
- The Customer shall submit complaints in writing to X-CAGO within eight days after the day of delivery, stating reasons. Insofar as the aforementioned term cannot be qualified as "within a reasonable time", the Customer shall in any event submit the complaint fully and clearly described to X-CAGO within a reasonable time (maximum 2 months) after the discovery of the defects. If the Customer has not made his complaints known to X-CAGO within the aforementioned periods, the Customer shall no longer be entitled to repair, replacement or compensation.
- The Customer shall report transport damage, if transport was provided on behalf of X-CAGO, to the carrier and to X-CAGO within 1 working day after delivery. After this period, the Customer shall no longer be entitled to compensation.
- The Customer shall give X-CAGO the opportunity to investigate a submitted complaint. A submitted complaint shall be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, X-CAGO shall respond within the 14-day period with a notice of receipt and an indication of when the Customer can expect a more detailed answer.
- X-CAGO will not accept returns from the Customer (other than pursuant to the right of withdrawal) until it has given prior written consent so that it can investigate the complaint.
- Color deviations and changes in shape in comparison to a description that do not substantially affect the quality and function, as well as minor deviations, shall not constitute grounds for complaints. Customized and special products will not be taken back by X-CAGO under any circumstances.
- A submitted complaint does not suspend the Customer's payment obligation.

#### Article 12. Conformity and warranty

1. Any guarantee on goods supplied to the Customer shall never extend beyond the guarantee given by the manufacturer or supplier of the goods (manufacturer's guarantee).
2. Any form of warranty shall cease to apply if a defect has arisen as a result of or arising from injudicious or improper use, installation, implemented changes or repairs, and/or processing by the Customer or by third parties engaged by him, or in the case of digital goods such as software, if the most recent version is not used.
3. The Customer is at all times responsible for the final assessment of whether the goods supplied are suitable for use and/or processing by the Customer, regardless of any advice or assessments given by X-CAGO.
4. No warranty is given on defects resulting from normal wear and tear, incorrect and/or injudicious use and/or processing and maintenance not carried out or not carried out correctly or in a timely manner.
5. The assessment of the warranty claim as well as the choice of the method of repair is reserved to X-CAGO. An assigned guarantee claim does not mean that a delivered good will be replaced, but that the good in question can also be repaired. In that case the warranty will only cover the repair free of charge provided that the costs involved are in reasonable proportion to the possible faults and/or defects. If the latter is not the case, X-CAGO is entitled to charge part of the repair and/or replacement costs to the Customer.

#### Article 13. Liability

1. Insofar as this is not opposed by a mandatory provision of law,:
  - a) X-CAGO shall not be liable for any damage (expressly including indirect damage, including consequential damage, loss of profit, damage due to business interruption and the like) unless the damage is the result of wilful intent or gross negligence on the part of X-CAGO;
  - b) Insofar as, in deviation of sub a. above, there would be liability on the part of X-CAGO, this shall at all times be limited to (free of charge) repair of a defective good or service or full or partial replacement thereof, such at the discretion of X-CAGO;
  - c) Furthermore, X-CAGO shall never be liable for damages resulting from:
    - i. incorrect and/or incomplete information originating from the Principal. The Customer warrants the accuracy and completeness of the essential information required for the assignment;
    - ii. Any failure of the Customer to fulfil its obligations, including providing adequate cooperation in the performance of the agreement, or;
    - iii. damage caused by the failure of third parties engaged by the Customer to meet their obligations.
2. Should X-CAGO be liable despite the above exclusions from liability, X-CAGO's liability to the Customer, insofar as this is not opposed by a mandatory provision of law, shall be limited to the amount of the part of the agreement to which the damage relates and the amount actually paid in the case in question under its business liability insurance policy.
3. The Customer shall not hold X-CAGO liable, insofar as this is not contrary to a mandatory provision of law, if it has the possibility of recovering the damage directly from a third party or from its insurance company.
4. Insofar as this is not contrary to a mandatory statutory provision, all legal claims shall lapse after a period of two months after the event causing the damage was detected or could reasonably have been detected.
5. A written notice of default is always required for default of X-CAGO, unless a mandatory provision of law prevents this.

#### Article 14. Security

1. X-CAGO is entitled at all times to require the Customer to provide security for the Customer's compliance with its obligations under the agreement. The Customer shall comply with this on first request.
2. If the Customer fails to provide security or sufficient security, X-CAGO shall be entitled to dissolve the agreement in whole or in part with immediate effect. The Customer shall in that case be liable for all resulting damages of X-CAGO.

#### Article 15. Intellectual property and confidentiality

1. All (intellectual property) rights to goods manufactured and/or delivered by X-CAGO (and all underlying designs, images, drawings, models, documents, (source) codes, etc.) shall belong exclusively to X-CAGO unless expressly stated otherwise in writing.
2. The Customer shall maintain strict confidentiality with respect to knowledge regarding intellectual property rights and, for that matter, all information that may be designated as sensitive or confidential.
3. Documentation made available to the Customer by X-CAGO may only be reproduced for the purpose of executing the agreement and for archiving. Copies must always mention the copyright of the original. Documentation remains at all times the property of X-CAGO and may not be transferred to third parties or made available in copy to third parties in any way whatsoever.
4. X-CAGO has the right to use the knowledge gained by the execution of an agreement for other purposes as well, provided that no strictly confidential information of the Customer is brought to the attention of third parties.
5. If the Customer is sued by a third party for an infringement of (intellectual property) rights, which liability the Customer could or would want to shift to X-CAGO, the Customer shall immediately inform X-CAGO, failing which any claim of the Customer against X-CAGO in that respect shall lapse. In addition, the Customer shall give X-CAGO the opportunity to defend itself (also) against the alleged liability.
6. If and insofar as (parts of) items provided by the Customer to X-CAGO are subject to intellectual property rights (of third parties), the Customer guarantees that the provision (and any processing) thereof does not infringe on the (intellectual property) rights of third parties and the Customer indemnifies X-CAGO against any liability arising therefrom.

#### Article 16. Termination and suspension

1. X-CAGO is entitled to suspend the fulfilment of its obligations in whole or in part, or to terminate the agreement with immediate effect, without prejudice to its right to compensation and without any obligation to indemnify the Customer, in the event that X-CAGO has good reason to fear that the Customer will fail to fulfil its obligations, or the Customer fails to meet its obligations, is in a state of suspension of payments or has filed a petition to that effect, is declared bankrupt or has filed a petition to that effect, is subject to a prejudgment or execution attachment against the Customer, has transferred, terminated or suspended all or a significant part of its activities and/or assets, or is in a similar situation.
2. The Customer shall immediately inform X-CAGO of the occurrence of a circumstance as provided for in paragraph 1. In addition, upon the occurrence of the circumstances stipulated in paragraph 1, all amounts then (still) receivable by X-CAGO from the Customer shall become immediately due and payable.

#### Article 17. Additional or different provisions and language version

1. Additional provisions or provisions deviating from these General Terms and Conditions must be laid down in writing.
2. These general terms and conditions have been drawn up in Dutch, German and English. In case of differences in interpretation, the Dutch version shall prevail.

#### Article 18. Applicable law and disputes

1. All offers, quotations and/or agreements of/with X-CAGO, and the rights and obligations resulting from them, are governed exclusively by Dutch law.
2. All disputes in connection with offers, quotations and/or agreements of/with X-CAGO, and/or those resulting therefrom, shall, unless a mandatory provision of law opposes this, in the first instance be exclusively submitted to the competent court in the district of Limburg, subject to the right of X-CAGO to seek another competent court.
3. If the Customer has its residence/office in a country outside the EU, with which no treaty for the execution of Dutch judgments applies, all disputes in connection with offers, quotations and/or agreements and/or those arising from them shall, however, in deviation from the previous paragraph, be settled exclusively by arbitration in accordance with the Arbitration Regulations of the International Chamber of Commerce (ICC). Arbitration shall in that case take place in Roermond, in the English language and the arbitration tribunal shall consist of one arbitrator.

#### Supplementary agreement on retention of title for goods delivered to Germany

As regards deliveries of goods and as long as the delivered goods are located in Germany, X-CAGO and the Customer hereby agree on the exclusive application of German law with regard to the agreement of retention of title. In this case the following shall apply in deviation from article 10 of X-CAGO's General Terms And Conditions:

1. ownership of the delivered goods shall be reserved as security for all claims to which X-CAGO is entitled pursuant to the present and future business relationship until all outstanding balances against the Customer have been settled
2. X-CAGO's ownership shall extend to any new item created by processing the goods that are subject to retention of title (hereinafter "reserved goods"). The Customer shall create such new items for X-CAGO while excluding its own acquisition of ownership and shall store such items X-CAGO. This shall not give rise to any claims against X-CAGO;
3. If X-CAGO's reserved goods are processed using goods from other suppliers whose ownership rights also continue in the new item, X-CAGO shall acquire co-ownership of the new item together with such other suppliers – with acquisition of co-ownership by the Customer being excluded – at said new item's full value (including added value), as follows:
  - i. X-CAGO's co-ownership share shall correspond to the ratio of the invoice value of X-CAGO's reserved goods to the total invoice value of all co-processed reserved goods;
  - ii. If a residual share not initially covered by retention of title remains because other suppliers have not extended retention of title to the value added by the Customer, X-CAGO's co-ownership share shall increase by such residual share. If, however, other suppliers have also extended their retention of title to such residual share, X-CAGO shall only be entitled to a share in it that is determined by the ratio of the invoice value of the reserved goods to the invoice values of the co-processed goods of such other suppliers;
4. Customer hereby assigns its claims arising from the sale of reserved goods from X-CAGO's current and future product deliveries, together with all ancillary rights – in the case of processing to the extent of X-CAGO's ownership share – to X-CAGO as security;
5. Provided the Customer properly fulfils its obligations arising from the business relationship with X-CAGO, it may have at its disposal the goods owned by X-CAGO in the ordinary course of business and may itself collect the claims assigned to X-CAGO. In the event of late payment or justified doubts as to the ability to pay or creditworthiness of the Customer, X-CAGO shall be entitled to collect the assigned claims and to repossess the reserved goods; however, withdrawal from the contract shall only exist if X-CAGO expressly declares such in writing;
6. If the value of the securities provided exceeds the value of X-CAGO's claims by more than 10%, X-CAGO, at the request of the Customer, shall release securities to that extent at the discretion of X-CAGO.