

## General Sales Terms and Conditions of Sho-Q BV

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### General electronic mail, direct web sales and website use terms and conditions:

- a. By entering this site you agree to abide by the terms and conditions of use thereof.
- b. The registration on this Website is processed by Sho-Q BV (abbreviated in this document as SHO-Q and sho-Q-shop) and may be viewable by our web design consultants at Shosho, Amsterdam, The Netherlands.
- c. The SHO-Q Office is at Diepmaat 16, 9431MP Westerbork, The Netherlands. SHO-Q can be contacted at: E-mail: sales@sho-Q.com, Fax: +31 (0)842 244 390, Tel: +31 (0)593 568 015. Chamber of Commerce registration # 04084064, VAT Identity # NL 8173.41.237.B01
- d. Your contract for purchases made through this Website is with SHO-Q and will be in the English Language.
- e. You agree that e-mail can be used as a long-distance means of communication.
- f. Price and availability are subject to change without prior notice.  
Prices shown are SHO-Q direct only prices, and may not be available other than for orders placed online. Unless stated otherwise, prices shown are exclusive of any VAT or local taxes and are exclusive of any transportation charges and insurance cost between SHO-Q's European Warehouses and the final destination.
- g. No contract for the sale will subsist between you and SHO-Q unless and until SHO-Q acknowledges your order by way of an e-mail containing the acceptance of your offer to buy goods and services from SHO-Q. That acceptance will be deemed complete and will be deemed for all purposes to have been effectively communicated to you at the time SHO-Q sends the e-mail to you, whether or not you receive that e-mail. You may indicate that you wish to receive an acceptance confirmation from SHO-Q in writing by regular mail, upon which SHO-Q will do so and will be bound only by its written regular mail communication.
- h. The confirmatory e-mail will contain all relevant statutory information concerning your contract.
- i. The confirmatory e-mail will contain a link to our Terms and Conditions, which may be amended from time to time in accordance with paragraph x. below.
- j. You are advised to check that the details on the confirmatory e-mail are correct as soon as possible, print it and keep a copy of it.
- k. Payments need to be processed by electronic wire transfer, upon receipt of agreed pre-payments, products will ship or will be released, services will commence as agreed.
- l. The (personal) data you provided will be processed in an appropriate and careful manner. Processing is done by SHO-Q or on behalf of SHO-Q for the administrative processing of your inquiry and or orders. In addition, these data can be provided by SHO-Q to the nearest SHO-Q system integration and/or reseller partner(s), in order to have them inform you about their services that may be relevant to you. Objections to making your personal details available to any partner can be indicated in your e-mail or process forms or by sending an e-mail to [sales@sho-q.com](mailto:sales@sho-q.com) ensuring that you quote your name, address and your correspondence reference code. Any information you have provided us will not be disclosed to any other party unless at your specific request.
- m. You should undertake that all details you provide to SHO-Q for the purpose of ordering services are correct. If there are any changes to the details supplied by you it is your responsibility to inform SHO-Q as soon as possible.
- n. Sho-Q BV General Sales terms 1 through 11 below apply for all transactions involving physical shipment of goods.
- o. Your statutory rights are not affected (as in Unfair Contract Terms ruled by law, in particular see below as to your rights to withdraw from the contract) but otherwise all purchases are non-exchangeable, and non-transferable unless agreed in writing by e-mail or regular mail by SHO-Q. When you are participating in the SHO-Q Buy & Try Program or Rental Waiver Program special terms apply.
- p. You may cancel your order within seven days after placing the order unless within those seven days the delivery process has started. You can cancel your order by sending the notice of cancellation by e-mail to [sales@sho-q.com](mailto:sales@sho-q.com), or fax to +31 (0)842 244 390 ensuring that you quote your name, address and your order reference code. You must have a confirmation of receipt.
- q. A full refund will be issued for order cancellations less a €30 processing fee.
- r. SHO-Q does not accept liability for any errors and omissions in its Website and communication processes and reserves the right to change information, specifications and descriptions of listed services.
- s. SHO-Q will endeavour to correct errors and omissions as quickly as practicable after having been notified.
- t. To the fullest extent permitted by law, SHO-Q is providing this Website and its contents on an "as is" basis and makes no (and expressly disclaims all) representations or warranties of any kind, express or implied, with respect to this Website or the information content in this site, including, without limitation, warranties of merchantability and fitness for a particular purpose. In addition, SHO-Q does not represent or warrant that the information accessible via this Website is accurate, complete or current.
- u. SHO-Q does not accept liability for any indirect loss, consequential loss, and loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the use of the SHO-Q Website or for any services purchased from SHO-Q.
- v. Every SHO-Q website supported purchase you make shall be deemed performed in Amsterdam, the Netherlands. Dutch law shall govern every aspect of contractual agreement concerning purchases made from this Website.
- w. It is a crime to use a false name to place an order. Anyone caught willfully entering an erroneous or fictitious order will be prosecuted to the fullest extent of the law. SHO-Q tracks the electronic 'fingerprints' of every order placed

on the SHO-Q Website to enable SHO-Q and all legitimate crime prevention and prosecution authorities to trace individual users engaging in criminal activities on the SHO-Q Website.

- x. SHO-Q may amend these Terms and Conditions from time to time, and place the new version on the Website. When SHO-Q does so, SHO-Q will mention the fact on the SHO-Q Website ([www.sho-q.com](http://www.sho-q.com)). All purchases from the date that the amended terms are placed on the SHO-Q Website onwards
- y. These Terms and Conditions shall apply when SHO-Q accepts your order by e-mail. They shall supersede any and all other conditions, understandings, commitments, agreements or representations (except fraudulent misrepresentations) relating to your purchase, whether oral or in writing, and contain the entire agreement between SHO-Q and you relating to your purchase. SHO-Q advises that you print these Terms and Conditions and keep safe a copy once your order has been accepted by SHO-Q.
- z. You are advised to read (and are responsible for reading) all information on this Website fully. If any of these terms are held to be invalid or unenforceable, those terms will be struck out and the other terms will remain. These Terms and Conditions are subject to the laws and exclusive jurisdiction of Amsterdam, the Netherlands.

## **Sho-Q BV General Sales terms**

### **1. Application of Conditions**

1.1 These conditions shall govern the contract between you the buyer and Sho-Q BV (referred to in these conditions by the expressions "SHO-Q", "we", "our" or "us") which agrees to sell you the goods, to the exclusion of any terms or conditions which you may purport to apply under any purchase order, confirmation of order, specification or other document.

1.2 No variation to these conditions or any representation about the goods shall have effect unless expressly agreed to in writing and signed by one of our duly authorized representatives.

1.3 Each order for goods shall be deemed to be an offer by you to purchase the goods subject to these conditions.

1.4 A contract shall not exist until we accept your order or (if earlier) when we deliver the goods to you.

1.5 SHO-Q may not have rights to sell certain products in certain territories and therefore may occasionally decline orders from you; however it will endeavour to mediate with parties that have such rights in such cases.

1.6 You are responsible for ensuring that the terms of your order and any applicable specification are complete and accurate.

1.7 Information and recommendations supplied by us is only of a general nature, based on our expertise, and is non-committal.

### **2. Description**

2.1 The description of the goods shall be as set out in our quotation or your order.

2.2 All drawings, descriptive matter, specifications and advertising issued by us or contained in our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the contract.

2.3 SHO-Q retains, unless otherwise agreed, the copyright as well as all other rights to intellectual or industrial ownership concerning the designs, sketches, illustrations, drawings, models, software and offers supplied. These documents and items continue to be his property or of his suppliers and may not be copied, shown to third parties or used in any other way, unless explicit written permission was given by SHO-Q to do so.

### **3. Delivery**

3.1 Unless we agree otherwise in writing, delivery of the goods shall take place at our place of business, ex-works, ex-works of our manufacturing locations or our warehouses at our discretion.

3.2 Any date we specify for delivery of the goods is an estimate only and time for delivery shall not be made of the essence of the contract by notice.

3.3 Subject to the other provisions of these conditions, we will not be liable for any loss (including loss of profit), or costs, caused by any delay in the delivery of the goods nor will any delay entitle you to terminate or rescind the contract.

3.4 The quantity of goods as recorded by us upon dispatch from our place of business shall be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence to the contrary.

3.5 We will not be liable for any non-delivery of goods unless written notice is given to us within 3 working days of expected delivery.

3.6 Our liability for any non-delivery of goods shall be limited to delivering the non-delivered goods within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice we have raised for such goods.

3.7 When we agreed that a 3<sup>rd</sup> party will be involved in installing the delivered goods, you will immediately notify such 3<sup>rd</sup> party of the arrival of the goods as well as make adequate easily accessible storage available. Apart from delivering goods that meet specifications, Sho-Q BV is not responsible or liable for installation processes concluded with 3<sup>rd</sup> parties.

3.8 Any packaging which may be necessary is charged for at cost and cannot be returned. The party accepting the order can decide whether or not special packaging is necessary.

3.9 The final client may have agreed with SHO-Q that SHO-Q or its representative will carry out certain services, such as installation, certification, and training. Such activities are not part of the delivery process defined here for the goods. If such activities are paid for, all contractual SHO-Q sales terms and conditions apply as well, but are considered separate from the contractual sales terms and conditions for the goods, whether those services have been completed or not, unless explicitly agreed in our contract.

### **4 Returns Policy**

4.1 Sho-Q BV does not accept returns unless you have purchased goods under our special privilege programs such as Buy & Try or Rental Waiver programs. Only in that case you may return the goods at your own expense, to be back within our premises within 14 days of the date of delivery, provided that they are in the same condition as when delivered, used for a brief test only, with no software additions or deletions and packaged in their original packaging. Special refund policies apply for these privilege programs. This paragraph does not affect your statutory rights as an end-user.

## **5. Price**

5.1 Unless we agree otherwise in writing the price for the goods shall be the price set out in our price list in force at the date of delivery.

5.2 Unless stated otherwise, the price for the goods shall be exclusive of any value added tax and exclusive of all costs or charges in relation to loading, unloading, carriage and insurance which you shall pay in addition.

## **6. Payment**

6.1 Payment of the price for the goods is due with order if you do not have a credit account with us and within 30 days of the date of our invoice where you have credit account. We may have made partial scheduled payment arrangements. Timely payment is of the essence and measured as the date agreed payment arrives in our account.

6.2 You will make all payments due under the contract without any deduction by way of set-off, counterclaim, discount, and abatement or otherwise.

6.3 If you fail to pay us any sum due pursuant to the contract you will be liable to pay overdue administrative fees and interest to us on such sum from the due date for payment at the monthly rate of 1.5% of the outstanding amount overdue.

6.4 You agree to be liable for any collection and legal fees should such be necessary to recover the contractual amounts due to us. Such recovery process will commence 14 days after the first reminder of any amounts.

## **7. Risk/Ownership**

7.1 The goods shall become your risk from the time of delivery.

7.2 Ownership of the goods shall not pass to you until we have received in full in cash or cleared funds:

7.2.1 all sums payable in respect of the goods; and

7.2.2 all other sums which are or which become payable to us from you on any account including any interest on such sums.

7.3 Until ownership of the goods has passed to you, you will store the goods separately to other goods belonging to you or any third party in a way that they remain readily identifiable as our property and we shall be entitled at any time to require you to deliver up the goods and if you fail to do so immediately upon our request, we shall be entitled to enter upon any premises where the goods are stored and repossess them. You grant us an irrevocable license to enter such premises for this purpose.

7.4 We shall be entitled to recover payment for the goods notwithstanding that ownership of any of the goods has not passed to you.

## **8. Warranty**

8.1 We warrant (subject to the other provisions of these conditions) that for a period 15 months from the date of delivery to you, our reseller, or 12 months from the date of their resale to the end user, whichever first occurs, or the sale directly to the end-user, that the goods will comply with SHO-Q's specification, or its manufacturer's specification, for them. If so expressly indicated, certain products or components may carry a longer warranty period.

8.2 We will not be liable for a breach of the warranty in condition 8.1 unless:

8.2.1 you give written notice of any defect to us within the warranty period; and

8.2.2 we are given a reasonable opportunity to examine the goods and, if we ask you to do so, you return the goods to our place of business, or a designated 3<sup>rd</sup> party that acts on our behalf in your country, at your expense for the examination to take place there.

8.3 We will not be liable for a breach of the warranty in condition 8.1 if:

8.3.1 further use of the goods is made after giving notice of any defect; or

8.3.2 the defect arises because of failure to follow any instructions as to the storage or use of the goods; or

8.3.3 the goods are altered or repaired or alteration or repair is attempted without our written consent.

8.4 Subject to conditions 8.2 and 8.3, if any of the goods do not conform with the warranty in condition 8.1 we will at our option repair or replace such goods (or the defective part) or refund the price of such goods at the pro rata contract rate and we will have no further liability for breach of the warranty in condition 8.1 in respect of such goods. If we so request, you will, at your expense, return the goods or the parts of such goods which are defective to us.

## **9. Limitation of Liability**

9.1 Subject to condition 8, the following provisions set out our entire liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:

9.1.1 any breach of these conditions; and

9.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the contract.

9.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.

9.3 Nothing in these conditions excludes or limits our liability for death or personal injury caused by our negligence or fraudulent misrepresentation.

### **YOUR ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 9.4**

9.4 Subject to conditions 9.2 and 9.3:

9.4.1 our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the contract shall be limited to the price of the goods the subject of the claim; and

9.4.2 we will not be liable to you for loss of profit, goodwill or business opportunity or production downtime or any type of indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the contract.

9.5 if you deal as a consumer (within the meaning of the Unfair Contract Terms set by local or E.U. law) your statutory

rights are not affected by these conditions.

#### **10. Events beyond our control**

10.1 We reserve the right to defer the date of delivery or to cancel the contract or to reduce the volume of the goods ordered by you (without liability to you) if we are prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control.

#### **11. General**

11.1 You cannot assign the contract or any part of it without our prior written consent.

11.2 We may assign the contract or any part of it to any person, firm or company. If we do so, we will inform you ahead of the contract being concluded with you, allowing you time to reconsider your purchase. If such assignment or re-assignment was not timely communicated and happens after the contract is being concluded due to unforeseen circumstances, we may do so without your consent. If there was no reason communicated to make assignments or changes to assignments between contract conclusion and delivery, you may cancel our contract at no cost. If you cancel for these reasons you will hold us harmless for any consequences and not-liable for such cancellation.

11.3 If any provision of the contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the contract and the remainder of such provision shall continue in full force and effect.

11.4 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

11.5 Subject to condition 11.2, nothing in these conditions confers on any third party any benefit or any right to enforce any of these conditions.

11.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by Dutch law and the parties submit to the jurisdiction of the Amsterdam courts.