

## GENERAL TERMS AND CONDITIONS OF SALE

of the private company Amwit Security B.V. / Cash Tester, based in Maarssen, registered at the Chamber of Commerce under number 525 311 98.

### 1. Definitions

- 1.1. In these conditions, with **Cashtester** is meant **Amwit Security B.V. /Cashtester**
- 1.2. With customer is meant the buyer of matters and/or services from **Amwit Security B.V. /Cashtester**.

### 2. Applicability of the general terms and conditions of sale

- 2.1. These conditions are applicable to all offers of Cashtester and agreements between Cashtester and customers, unless explicitly agreed upon differently in writing.
- 2.2. Only these conditions are applicable to all offers and agreements. Applicability of all general terms and conditions involved by a customer is expressly rejected.
- 2.3. Supplements to or deviations of these conditions only bind Cashtester as far as expressly agreed upon in writing.
- 2.4. If a stipulation from these conditions will be destroyed, the agreement Cashtester and customer entered into will be effective as much as possible. The concerning stipulation will be replaced by a stipulation that approaches the original stipulation as much as possible.

### 3. Offers and quotations

- 3.1. All offers, quotations and advice Cashtester advances are without obligations, unless explicitly agreed upon differently in writing. An offer is valid for the duration of 30 days.
- 3.2. All offers, quotations and advice Cashtester advances are based upon the details the customer provides. Cashtester may assume the details the customer provided are correct.

### 4. Agreement

- 4.1. An agreement will exclusively come about if Cashtester confirms an assignment in writing or performs this assignment.
- 4.2. The contents of the agreement are limited to which is agreed upon in writing. Supplements to or deviations of the agreement only bind Cashtester as far as these are confirmed by Cashtester in writing. If the supplements or changes have consequences for the price, delivery term and/or other conditions as agreed upon, Cashtester will inform the customer with this.
- 4.3. When two or more natural or legal persons at the side of the customer enter into an agreement with Cashtester, they are jointly and severally liable for the commitments that come forth from this agreement in this case.
- 4.4. Oral promises by or agreements with subordinates of Cashtester do not bind Cashtester, only and as far as these are confirmed by Cashtester in writing.

### 5. Prices

- 5.1. The prices Cashtester states are, unless explicitly indicated otherwise, in Euros and are excluding turnover tax (VAT) and other levies that are enforced as stipulated by the authorities. The prices are also exclusive the costs for packaging and the shipment costs as described in article 6.6
- 5.2. After the realization of the agreement, Cashtester is entitled to increase the prices as agreed upon in case of interim developments that have a price-increasing effect, such as changes in cargo costs, customs costs, prices of goods and/ or raw materials, taxes, wages or social policy costs, currencies and other factors that have a price-increasing effect.

### 6. Delivery and risk

- 6.1. Unless explicitly agreed upon otherwise in writing, delivery takes place at the storage/company of Cashtester.
- 6.2. The matters are at the risk of customer for 7 days after Cashtester has informed the customer that the matters are ready for delivery, which takes place as soon as the matters leave the company/storage of Cashtester.
- 6.3. The opposing party is committed to purchase the purchased matters at the moment these are ready for delivery. If customer rejects the purchase or is in default in providing information or instructions, necessary for the delivery, the matters will be stored at risk of the customer. In that case, customer will be indebted the storage costs, notwithstanding the right of Cashtester to full monetary damages.
- 6.4. Except if a partial delivery does not have separate value, Cashtester is entitled to deliver the sold matters in parts. If the matters are delivered in parts, Cashtester is authorized to invoice every part separately.
- 6.5. The shipment of matters always takes place at the risk of the customer, also when postage paid delivery is agreed upon. Cashtester chooses the way of transport, also with the deliveries that are not postage paid and at which no prescriptions for the shipment are provided by the customer.

## 7. Delivery term

- 7.1. Delivery terms are considered to be roughly agreed upon, unless these are expressly qualified as final.
- 7.2. The delivery terms will start as soon as all matters that are necessary for the performance of the agreement by customer and distributors of Cashtester, matters and details are provided and the possibly agreed upon deposit is received by Cashtester.
- 7.3. Exceeding the delivery term does not compel Cashtester to compensation, nor does she give the customer the right to terminate the agreement. The customer does have the right to give Cashtester a written notice of default after exceeding a delivery term, and then still set a fair term, after expiry of which every party may terminate the agreement of the matters that are not delivered, without parties being liable for compensation for the termination of this case.

## 8. Samples, models and examples

- 8.1. All models, samples, images, drawings, sizes, weights or other details Cashtester has shown or provided correspond as much to the (product) information the manufacturer/supplier provided to Cashtester and only function as a reference. The matters that are to be delivered can deviate from this. Customer cannot derive rights from the conformity of the delivered matters, unless it is explicitly indicated that delivery will take place in conformity with the provided models, samples, images, sizes, weights or other details.
- 8.2. As far as intellectual or industrial ownership rights of Cashtester exists on the drawings, models, manuals, software and such that is made available to the customer, these will remain in the possession of Cashtester. Customer will receive a non transferrable licence of that for the usage of these rights, as far as necessary in all fairness in the framework of the usage of the matters Cashtester delivered in the normal practice of the company of customer.

## 9. Payment

- 9.1. Payment needs to take place within 30 days after date of invoice in the way Cashtester states. After expiry of these period, customer is in default and is indebted the legal interest, increased with 1.5% per month or part of that when full payment does not take place.
- 9.2. Payment needs to take place without discounts or calculations.
- 9.3. Cashtester is always entitled to desire a deposit for the matters that are to be delivered or the activities that are to be performed. Cashtester is also always entitled to desire other certainty for the observance of the commitments of customer.
- 9.4. The payments customer has done always stretch to initially decrease all indebted interest and expenses, and secondly to the invoices that were payable the longest, even if customer states that the payment concerns a later invoice.
- 9.5. In case of liquidation, bankruptcy, moratorium of payment or (partial) attachment of the property of customer, all commitments of customer will be immediately callable.
- 9.6. If customer is in default with regard to the observance of one or more of her commitments, all extrajudicial and judicial costs will be at the expense of the customer, with a minimum of 250,-, or, if this amount is higher, 15% of the claimed main sum (excluding interest). If the real made collection costs are lower than the minimum as stated before, these costs can be considered as contractual fine (notwithstanding the right of Cashtester to full damages), which is also indebted if the collection measures are limited to the sending of one or several demand letters.

## 10. Deficiencies and complaint terms

- 10.1. Customer needs to have the purchased matters researched for conformity at delivery or as soon as possible after deliver. Visible or other knowable deficiencies need to be reported in writing to Cashtester within 8 days after delivery. Non visible deficiencies need to be reported to Cashtester within 8 days after discovery. Non-timely reports lead to expiry of the right of warranty.
- 10.2. Also when customer timely reclaims, her commitment to payment and purchase of the orders she has made will remain.
- 10.3. As far as Cashtester is responsible for transport for the matters that are to be delivered, complaints concerning visible or knowable damage of the goods during transport need to be commented on the consignment note, with a lack of that the liability of Cashtester will expire due to that.

## 11. Warranty

- 11.1. Cashtester guarantees, with due observance of which is determined elsewhere in these conditions, that the matters she delivered will function in correspondence with and during a period of 24 months after delivery, in correspondence with their specifications.
- 11.2. Warranty on the materials and/or matters of involved third parties is only given if and as far as the concerning manufacturer/supplier provides a warranty and also to that extent. Cashtester is not responsible for the observance of this manufacturer/supplier warranty towards the customer, but he will assist customer at the transferring of warranty claims.
- 11.3. If a delivered matter does not comply with the agreement, customer is entitled to repair or replacement of the delivered matter, such at Cashtester's choice. Replaced matters will become the possession of Cashtester.
- 11.4. The warranty is not applicable if the non-compliance, respectively the malfunctioning of the delivered matter in correspondence the specifications is (partially) the consequence of improper treatment, such as for example, but not limited to, negligence, wrong usage, incurrent or not performing of maintenance precautions. Furthermore, the warranty is not valid if it concerns deviations that cannot technically be avoided, imply a qualitative improvement or does not significantly limit the functionality of the matter for the goal that the customer uses it for the normal performance of his company.
- 11.5. Matters that are sent to Cashtester for warranty assessment always need to be postage paid. Non-franked shipments will be rejected by Cashtester, also when it concerns matters that are offered for repair outside the granted warranty.

## 12. Liability

- 12.1. The liability of Cashtester for the delivered matters is limited to the observance of Cashtester of her warranty commitments, as described in article 11. If Cashtester cannot appeal to the limitation as aforementioned in any cause, a liability limitation with the height of the invoice value of the involved matters is valid with regard to the delivery of matters.
- 12.2. The liability of Cashtester for the damage the customer directly suffered with regard to the performed services is limited to these cases in which Cashtester accountably failed in the observance of her commitments and is limited to the invoice value.
- 12.3. The liability of Cashtester for indirect damage, such as, but expressly not limited to, decrease of profits and turnover, damage by company stagnation and missed savings, is excluded in all cases.
- 12.4. The liability of Cashtester for the damage the customer suffered as a consequence of a wrongful act in the framework of the performance of the agreement by Cashtester is excluded, except as far as the damage is the consequence of recklessness or intent of operators or executive subordinates of Cashtester.
- 12.5. Cashtester is never liable for any damage the customer suffered as a consequence of fire, theft and/or burglary of the safes and/or lockers Cashtester delivered.
- 12.6. The liability of Cashtester concerning events that are covered by its liability insurance is limited to the amount that is covered by the insurer.
- 12.7. Every claim of customer to Cashtester by virtue of this article will expire by the single passage of time of 12 months after the development of the claim, unless legal action is commenced against Cashtester in this case.
- 12.8. Further stretching liability limiting or excluding conditions, which can be enforced against Cashtester by third parties (such as, but expressly not limited to suppliers), can also be enforced against a customer by Cashtester.
- 12.9. Customer indemnifies Cashtester against all claims of third parties for compensation of damage, for which the liability of Cashtester in these conditions is excluded in the relation with customer.

## 13. Force majeure

- 13.1. With force majeure is meant, besides the determined in article 6:75 CC: work strikes, transport or company failures, government measures, theft, fire, wilful damage and breach of contract by suppliers or other third parties that Cashtester involved for the performance of her commitments.
- 13.2. Cashtester is also entitled to appeal to force majeure if the circumstance that prevents (further) observance occurs after Cashtester had to comply with the commitments by virtue of the agreement.
- 13.3. With force majeure, the commitments of Cashtester by virtue of the agreement are suspended. If the period in which Cashtester cannot comply with the commitments due to force majeure is longer than 3 months, both parties are authorized to terminate the agreement, without a commitment to damages or undoing exists in that case.

## 14. Retention of title

- 14.1. The matters Cashtester delivered will remain the possession of Cashtester until customer has complied with all commitments towards Cashtester, both with regard to the involved delivery as with regard to earlier or later deliveries and performed services.
- 14.2. The matters Cashtester delivered, which are classified under the retention of title by virtue of subsection 1, may only be resold in the framework of normal business operations of customer. Customer is not authorized to pledge the matters or establish any other right to it.

- 14.3. If customer does not comply with his commitments towards Cashtester or when there is a wellfounded fear that she will not do such, Cashtester is authorized to remove or have the delivered matters removed that the retention of title is applicable to as referred to in subsection 1, at the customer or third parties that hold the matter(s) for the customer, including the needed dismantling necessary for this. Customer is committed to render all assistance subject to a fine of 10% of the sale value, excluding VAT of the concerning matters per day or part of that of which the customer remains in default, notwithstanding the right of Cashtester to full damages.

## **15. Termination of the agreement**

- 15.1. With non-observance of a claimable commitment by customer, Cashtester is authorized to suspend the further performance of the agreement or to change to termination of the agreement, notwithstanding the right of Cashtester to claim damages.
- 15.2. If circumstances occur with regard to persons and/or materials that Cashtester involves or plans to involve for the performance of the agreement, which are of such nature that performance of the agreement becomes impossible or so inconvenient and/or disproportionately expensive, that observance of the agreement cannot be demanded in all fairness, Cashtester is authorized to terminate the agreement.
- 15.3. If Cashtester has already complied with her commitments or only a part of her commitments at the taking effect of the force majeure, she is authorized to invoice the already delivered and/or the delivered part separately and the opposing party is compelled to settle this invoice as it concerned a separate contract. This does not come up if the delivered and/or deliverable part does not have a separate value.

## **16. Applicable law and competent judge**

- 16.1. Dutch law is applicable to all special offers and agreements with Cashtester.

## GENERAL TERMS AND CONDITIONS OF PURCHASE

of the private company Amwit Security B.V. / Cash Tester, based in Maarssen, registered at the Chamber of Commerce under number 525 311 98.

### 17. Definitions

- 17.1. In these conditions, with Cashtester is meant **Amwit Security B.V. / Cash Tester**
- 17.2. With customer is meant the buyer of matters and/or services from **Amwit Security B.V. / Cash Tester**.

### 18. Applicability of the general terms and conditions of purchase

- 18.1. These conditions are applicable to all offers of supplier and agreements between Cashtester and supplier, unless explicitly agreed upon differently in writing.
- 18.2. Only these conditions are applicable to all offers and agreements. Applicability of all general terms and conditions of purchase involved by a supplier is expressly rejected.

### 19. Agreement

- 19.1. An agreement between Cashtester and supplier will originate at the moment of receipt of an order confirmation by Cashtester. This order confirmation needs to be received within 14 days after date of the order.
- 19.2. Cashtester is authorized to desire change of the matters that are to be delivered or the services that are to be performed.
- 19.3. If a change has consequences for the price and/or delivery term in the view of supplier, supplier will inform Cashtester with this in writing before the change will be carried through.
- 19.4. If the consequences of the price and/or delivery term as agreed upon is unfair in the view of Cashtester with regard to the nature and extent of the change, Cashtester has the right to cancel the order with regard to the change without any costs, or to terminate the agreement, without parties being liable for compensation in this case.
- 19.5. If Cashtester has placed an order specifically on behalf of an assignment of her customer, Cashtester is entitled to cancel the order in case of cancellation of the assignment by her customer.

### 20. Prices

- 20.1. Unless explicitly stated otherwise in writing, the states prices by the supplier are fixed, excluding turnover tax (VAT) and stated in Euros.
- 20.2. The prices the supplier advances are including all costs for packaging and transport, as well as the costs forthcoming from the usage of intellectual ownership right.

### 21. Delivery and risk

- 21.1. Unless explicitly agreed upon otherwise, delivery takes place at the company of Cashtester.
- 21.2. The matters are for the risk of supplier until the purchased matters are received by Cashtester and accepted by Cashtester.
- 21.3. If Cashtester is not capable to receive the matters at the time as agreed upon. Supplier will postpone the delivery at the request of Cashtester for a fair term that Cashtester determines.
- 21.4. With the exception of previous written approval of Cashtester, partial deliveries are not authorized.
- 21.5. The way of shipment and packaging will be performed in conformity with the wishes of Cashtester as agreed upon. If Cashtester has not submitted her wishes to the supplier beforehand, supplier will timely inform for these.

### 22. Inspection

- 22.1. Cashtester preserves her right to reject the delivered matters within a term of 14 days after delivery, if and as far as they are not in correspondence with the requirements and specifications as stated in the order, or when imperfections are perceived with respect to materials or manufacturing. Supplier will be informed in writing about the rejection by Cashtester. After rejection of the matters, Cashtester will return the rejected matters for the account and risk of the supplier or store them.
- 22.2. In case of rejection, supplier will directly credit the already paid or invoiced order sum to Cashtester and the agreement is considered never to have originated. This notwithstanding the right of Cashtester to claim damages.

### 23. Delivery term

- 23.1. Supplier is committed to maintain the delivery terms very strictly. In case of exceeding, without this being accepted by Cashtester beforehand and in writing, Cashtester is entitled to completely or partially terminate the agreement without further notice of default, notwithstanding her other rights towards supplier.

## 24. Payment

- 24.1. Payment will take place within 30 days after receipt of the invoice and approval of the delivered matters or the performed services.
- 24.2. Cashtester is entitled to calculate the amounts she is indebted with which the supplier is indebted by virtue of her company.
- 24.3. In case of liquidation, bankruptcy, moratorium of payment or (partial) attachment of the property of customer, all commitments of supplier will be immediately callable.

## 25. Warranty

- 25.1. Supplier guarantees that the matters she delivered are in correspondence with and will function in correspondence with their specifications during a period of 12 months after the start of use by Cashtester, or, if the matters are resold by Cashtester, during a period of 24 months after the start of use by the customer of Cashtester.
- 25.2. If a delivered matter does not comply with the agreement, Cashtester is entitled to repair or replacement of the delivered matter. With regard to repair activities and replacement, a warranty period of 12 months after repair or replacement has taken place is valid.
- 25.3. Supplier guarantees that the matters he delivered are complete and ready for usage, with the proviso that all parts, help materials, accessories tools, spare parts and user manuals that are necessary for the goal Cashtester indicated are also delivered.
- 25.4. Supplier guarantees that the matters he delivered comply with all applicable (legal) regulations, without Cashtester having to research this.
- 25.5. Supplier guarantees that the matters he delivered and services he performed do not violate any valid industrial or intellectual ownership right and that the usage of the delivered matters or performed services by Cashtester are also not illegal towards third parties. Supplier indemnifies Cashtester against all (legal) actions of third parties with regard to such violation or illegal act.

## 26. Liability

- 26.1. Supplier is liable for all damage towards Cashtester, both direct and indicated, that is or was suffered by Cashtester forthcoming from or related to an unlawful deed supplier committed towards Cashtester or an accountable shortcoming in the observance of any (contract) commitment of supplier towards Cashtester.
- 26.2. Supplier indemnifies Cashtester against all (legal) actions of third parties with regard to the suffered damage or the damage that is to be suffered by these third parties that comes forth or is related to with an unlawful deed the supplier committed against these third parties in any way or an accountable shortcoming in the observance of any (contract) commitment of supplier towards them.

## 27. Transmission of ownership

- 27.1. The ownership of the delivered matters will be transferred to Cashtester at delivery.
- 27.2. The materials, drawings, models, manuals, software and such Cashtester made available to supplier will remain in the possession of Cashtester. As far as intellectual or industrial ownership rights of Cashtester exists on the products she produced and developed and to the drawings, models, manuals, software and such that is made available to the supplier, these will remain in the possession of Cashtester.

## 28. Termination of the agreement

- 28.1. With non-observance of a claimable commitment by supplier, Cashtester is authorized to suspend the further performance of the agreement or to change to termination of the agreement, notwithstanding the right of Cashtester to claim damages.

## 29. Applicable law and competent judge

- 29.1. The Dutch law is exclusively applicable to all agreements with Cashtester.