



MAK4IT

General Terms and Conditions of Sale 2024

1. Definitions

1.1 In these General Terms and Conditions of Sale the terms below have the following meanings:

Agreement	the agreements made between MAK4IT and the Customer, whether or not following an Offer or Order, whether or not agreed in writing, and any written amendments and/or additions to these agreements, based on which MAK4IT delivers goods to the Customer;
Customer	every natural or legal person who or that requests an Offer or purchases goods from MAK4IT or enters into negotiations or discussions with MAK4IT on goods to be delivered;
MAK4IT	the private limited company MAK4IT B.V., with its registered office and principal place of business at Centurionbaan 230-01, 3769 AV Soesterberg, listed with the Chamber of Commerce under number 66337550;
Offer	a written offer by MAK4IT;
Order	any order placed by a Customer with MAK4IT, regardless of its form;
Sanction Regulations	European laws and regulations, OFAC legislation, as well as national laws and regulations, including - but not limited to - the Sanctions Act 1977, relating to Sanctioned Countries and Sanctioned Entities;
Sanctioned Country	a country included in the (inter)national lists of sanctioned countries on the basis of the Sanction Regulations;
Sanctioned Entity	an entity who is subject to any sanctions, including economic ones, trade embargoes or other restrictive measures imposed on the basis of the Sanctions Regulations or to a legal or natural person, its subsidiaries or parent entity and members of its bodies and persons or entity acting on its behalf, with whom the Sanctions Regulations prohibit the conduct of transactions;
Terms and Conditions	these general terms and conditions



2. Applicability

- 2.1 All Offers, Orders, Agreements and all acts including legal acts performed in the context of the foregoing will be governed by these Terms and Conditions.
- 2.2 The applicability of general terms and conditions other than these Terms and Conditions, however named and in whatever form, is explicitly excluded. This includes the purchase conditions and other general terms and conditions of the Customer. By accepting an Offer made by or on behalf of MAK4IT, by placing an Order, by concluding an Agreement with MAK4IT and by accepting a delivery made by or on behalf of MAK4IT, the Customer unconditionally accepts that these Terms and Conditions are applicable and that the applicability of general terms and conditions other than those referred to in this article is excluded, and the Customer waives, in so far as relevant, the applicability of other general terms and conditions.
- 2.3 Deviating stipulations, additions, amendments and other further agreements will only be valid if they have been agreed in writing between MAK4IT and the Customer and will only apply to the Agreement with respect to which they have been agreed as an addition and/or deviation.
- 2.4 MAK4IT and the Customer agree that any subsequent Offers, Orders and Agreements between them will also exclusively be subject to the Terms and Conditions.
- 2.5 The Customer is aware that MAK4IT can be regarded by third parties, such as manufacturers, as a non-official distributor and that one of the consequences may be that the Customer or end user of the goods may not be able to participate in any (additional) discount campaigns, promotional activities or other schemes by manufacturers, as these may be subject to the condition that the goods have been purchased from sales channels designated as official by the manufacturer. The Customer unconditionally waives any claim against MAK4IT, on any basis whatsoever, in the event that the Customer is held accountable in this respect by its/his customer or the end user of the goods.
- 2.6 The term 'written' in this Agreement explicitly includes electronically or by email.

3. Formation of Agreement & advance @ cancellation

- 3.1 All Offers, in whatever form, are without obligation and do not bind MAK4IT, unless the parties have explicitly agreed otherwise in writing.
- 3.2 Prices stated are indicative and at all times subject to change. Prices and delivery times are based on the circumstances applicable at the time they were stated. If these circumstances change after the Offer has been submitted, the Order has been placed or the Agreement has been concluded, but before the end of the implementation thereof, MAK4IT will be entitled to charge the costs arising from that change to the Customer.



- 3.3 Oral promises or agreements made by MAK4IT and/or its employees will only bind MAK4IT if and to the extent that they have subsequently been confirmed in writing to the Customer.
- 3.4 Without prejudice to the provisions of the other paragraphs of this article, immediate withdrawal of the Offer by MAK4IT is still possible, even after the Customer has received and accepted it. By withdrawing the Offer, no Agreement will be concluded and MAK4IT will be obliged to repay all amounts it has already received from the Customer. MAK4IT is furthermore at all times entitled to refuse an Offer or refuse to conclude an Agreement.
- 3.5 The Customer may not derive any rights from any proposals, recommendations and/or product choices made by MAK4IT. Agreements or Orders arising from these recommendations are the responsibility of the Customer.
- 3.6 For each Order, the Customer shall make an advance payment of 10% of the invoice amount (plus VAT). MAK4IT shall in principle only process the Order after payment of the deposit.
- 3.7 Should the Customer cancel the Order or Agreement before MAK4IT has offered the goods to the Customer, the Customer shall owe MAK4IT compensation of 30% of the full invoice amount (plus VAT) plus any transport/shipping costs incurred by MAK4IT. There will be no refund of the deposit in that case. Any change after the Order has been placed and before being offered to the Purchaser shall be considered a cancellation of the original Order. In case the Customer cancels the Order or Agreement after the goods have been offered to the Customer by MAK4IT, the provisions of article 6.8 of these Conditions shall apply.

4. Delivery

- 4.1 The delivery periods stated by MAK4IT are target dates and are not intended as final deadlines. All terms and delivery periods referred to by MAK4IT have been determined to the best of its knowledge on the basis of information known at the time of making the Offer or concluding the Agreement and will be taken into account as much as possible.
- 4.2 The delivery period is not only based on the circumstances known at the time of confirmation of the Order or at the time of signing the Agreement, but also on a timely delivery of the goods ordered by MAK4IT from third parties. In the event of a delay the delivery period will be extended accordingly in so far as necessary.
- 4.3 When a delivery period is exceeded there will be no default without a prior notice of default. A delay in the delivery will under no circumstances give rise to a penalty, compensation or termination of the Agreement, unless in the event of intent or gross negligence on the part of MAK4IT. A performance that has not been delivered in good time does not give the Customer the right not to comply with any of the obligations arising from the Agreement.
- 4.4 If it has been stipulated when entering into the Agreement that the delivery must take place on a certain date and the Customer has confirmed in writing



to MAK4IT that this period must under no circumstances be exceeded and MAK4IT has agreed to this in writing, the Customer will be entitled to terminate the Agreement without judicial intervention if the agreed period expires without any delivery having taken place. Termination will under no circumstances give rise to a penalty or compensation in whatever manner.

- 4.5 MAK4IT is entitled to deliver in consignments, which may be invoiced separately, in which case the Customer will be obliged to pay the separate invoices in accordance with Article 9 ('Payment/prices') of these Terms and Conditions.
- 4.6 Unless agreed otherwise by the parties in writing, the risk of the goods sold by or on behalf of MAK4IT and/or to be delivered to the Customer will pass to the Customer when the goods have been delivered (in accordance with Articles 5.1 and 5.2 of these Terms and Conditions).

5. Transport/dispatch

MAK4IT takes care of transportation/shipment

- 5.1 MAK4IT may agree with the Customer that MAK4IT will arrange for the transport or dispatch of the goods. The transport or dispatch will usually be carried out by a third party engaged by MAK4IT. The Customer must provide MAK4IT with the dispatch instructions immediately on accepting the Offer or placing the Order). MAK4IT has fulfilled its obligation to deliver by offering the goods to the Customer. The goods will be deemed to have been offered as soon as the carrier engaged offers the goods at the address indicated in the Customer's order. This is the standard mode of delivery. The report of the carrier engaged by MAK4IT will constitute the full evidence of the offer for delivery.
- 5.2 If the Customer does not take delivery of the goods, the Customer shall pay compensation to MAK4IT, fixed at and consisting of the full transport/shipping costs, the stocking fee of 10% of the total invoice amount of the goods ordered by the Customer per week (with a minimum of two weeks), file costs in the amount of €15 (all to be increased with VAT) and any additional costs, whereby part of a week is counted as a whole week. MAK4IT shall only be obliged to offer the goods again to the Customer after the full purchase price, the costs referred to in the previous sentence, as well as the costs for renewed offer have been paid in full to MAK4IT, provided that the goods have not yet been sold on to a third party. In case the Customer has not made the delivery within 4 weeks after the first offer, MAK4IT shall be entitled to dissolve the Agreement and the Customer shall owe damages to MAK4IT in the amount of 50% of the total invoice amount plus any full transport/shipping costs of MAK4IT (plus VAT).

Customer takes care of transport/shipment

- 5.3 MAK4IT may also agree with the Customer that the Customer will collect the goods at one of the locations of MAK4IT and/or arrange for the transport/shipment. The transportation/shipment will be at the risk and expense of the Customer. The mode of delivery must have been agreed explicitly between MAK4IT and the Customer. In that case MAK4IT will have fulfilled its obligation to deliver as soon as MAK4IT has notified the Customer



that the goods are ready for collection. If it has been agreed with the Customer that the Customer will collect the goods or arrange for the transport, the Customer will be obliged to collect the goods purchased by it/him without delay but in any case within 3 days after MAK4IT has notified the Customer that the goods are ready for collection.

- 5.4 If the Customer does not collect the goods within 3 days, then the Customer shall be obliged to pay damages (stocking fee) to MAK4IT in the amount of 10% of the total invoice amount of the goods ordered by the Customer per week (with a minimum of two weeks), file costs in the amount of €15 (all to be increased with VAT) and any additional costs, whereby a part of a week shall be counted as a whole week. If the Customer has not collected the goods within 4 weeks after the offer to the Customer, the Agreement shall be dissolved and the Customer shall owe damages to MAK4IT in the amount of 50% of the total invoice amount plus transport/shipping costs (plus VAT).
- 5.5 MAK4IT shall be entitled to suspend a (subsequent) delivery, as long as the Customer has not approved goods after offer, or has not taken delivery, or has not collected, or has not fulfilled any obligation towards MAK4IT.

6. RMA conditions

- 6.1 MAK4IT mainly sells new and unused goods. The warranty conditions of the manufacturer apply to the goods delivered. The Customer is aware that MAK4IT is required to follow the comprehensive conditions and guidelines of the manufacturers and suppliers when dealing with goods that are shown to be faulty. MAK4IT does not offer any warranty or additional warranty for the goods.
- 6.2 In the event of any incorrect or faulty goods (such as defective or damaged goods) the Customer must at all times contact MAK4IT first, to enable MAK4IT to assess the error or fault and find a solution. In the event of incorrect or faulty goods the procedure described in this Article 6 will apply, distinguishing the handling of A. Transport damage, B. DOA, C. Warranty, D. Incorrect delivery and E. Returning incorrect order.
- 6.3 The Customer is obliged to inspect the goods immediately on actual delivery for any errors or faults (such as defects or damage).
- A. Transport damage
- 6.4 The Customer must ensure that any errors or visible faults detected on delivery are confirmed without delay by the carrier on the transport document, clearly and supported by reasons. If the Customer collects the goods or arranges for the dispatch itself/himself, it/he must report such errors or faults without delay on the form included with the goods. The Customer is at all times obliged to report transport damage to MAK4IT on the day of the actual delivery, in accordance with the RMA procedure as described in Article 6.9 of these Terms and Conditions. If the Customer fails to send a timely report, the goods will be deemed to have been delivered to the Customer in good order, complete and without any damage or defects and to have been accepted and approved by the Customer unconditionally. Following this time limit, the Customer can no longer exercise any rights



with respect to any shortcoming, fault, damage etc. to the goods delivered caused by the transport.

B. DOA (Dead On Arrival)

- 6.5 In the event that goods are faulty (defective), the Customer must inform MAK4IT thereof in writing without delay, but in any case within 10 days of delivery as referred to in Articles 5.1 and 5.2 of these Terms and Conditions, in accordance with the RMA procedure as described in Article 6.9 of the Terms and Conditions. If this period is exceeded, only the warranty handling can be invoked.

C. Warranty

- 6.6 Goods that are found to be faulty/defective within the period applied by the manufacturer and that do not meet the DOA conditions, qualify for warranty handling. Faults due to improper use (such as defects/damage due to incorrect assembly, falling damage, moisture damage or damage caused by dispatch of the faulty product to MAK4IT), or caused by software or configuration problems, are never covered by the warranty.

D. Incorrect delivery

- 6.7 In the event that a delivery does not correspond to the Order or the Agreement, in addition to the provisions of Article 6.3 of these Terms and Conditions the Customer must report this to MAK4IT no later than on the day of actual delivery, using the RMA procedure as described in Article 6.9 of these Terms and Conditions. MAK4IT must have received the returned goods within 5 working days of the delivery. If a report is not made in time or MAK4IT does not receive the goods in time, the goods will be deemed to have been delivered correctly and in full to the Customer and to have been unconditionally accepted and approved by the Customer. The Customer will ensure that the goods are marketable and can be sold as new, in undamaged, original and unopened packaging.

E. Returning order

- 6.8 If the Customer has placed an (incorrect) order and wishes to return it, the following shall apply. In case the goods have been offered or delivered to the Customer, the Customer shall have the opportunity to return them to MAK4IT within one week after delivery, whereby the full transport/shipping costs shall be borne by the Customer. In case MAK4IT has received the goods back in the original packaging, complete and without damage, the Customer shall receive a 50% refund of the invoice amount within 30 days after receipt. From this return amount the transport/shipping costs of MAK4IT will be deducted.

The Customer will bear full responsibility for the goods that are returned to MAK4IT and their dispatch. The Customer will ensure that the goods are marketable and can be sold as new, in undamaged, original and unopened packaging. Goods ordered, combined or modified at the request of the Customer may never be returned.

RMA procedure



6.9 (I) An RMA request must at all times be submitted in advance by email when returning faulty or damaged goods. RMA requests may only be submitted via **rma@mak4it.eu**. The following information must be provided with an RMA request:

- item number;
- type of warranty handling (transport damage, DOA, warranty, out of warranty);
- invoice number/delivery order (for DOA/to determine in-warranty or out-of-warranty status);
- serial number;
- clear description of the complaint;

An incomplete or unclear RMA request will not be dealt with.

(II) If the RMA request has been provisionally approved by MAK4IT, the Customer may return the faulty goods to: MAK4IT, RMA Department, Centurionbaan 230-01, 3769 AV, Soesterberg, The Netherlands. The dispatch of the faulty goods to MAK4IT will be at the risk and expense of the Customer. Goods must at all times be properly packaged for transport and must be returned complete, including all accessories, and in the original packaging. If MAK4IT receives goods that are not properly packaged, the packaging costs for the return transport will be charged to the Customer. Goods sent carriage forward will not be accepted. The Customer is responsible and liable for damage and/or loss during transport to MAK4IT. The Customer may not derive any rights from the provisional approval by MAK4IT. The existence and the scope of any applicable warranty will be established as soon as possible after receipt by MAK4IT of the faulty/defective goods. MAK4IT will never be responsible for any loss of data. The Customer itself/himself must arrange for a back-up of the data.

(III) In the event of an accepted DOA the Customer will never be entitled to anything more than the faulty/defective goods being exchanged for new ones, which will be the same as or similar to the faulty/defective goods, or the purchase price of the goods being credited. With respect to faulty/defective goods, most manufacturer's warranties are based on repair within the warranty period; certain goods, however, are only exchanged for new goods or an equivalent/similar replacement, depending on the warranty conditions of the manufacturer. Dispatch costs and transport costs will never be reimbursed. In the event of delivery of goods that do not comply with the Agreement, MAK4IT will not be obliged to do anything other than redeliver sound goods or credit the price, at the discretion of MAK4IT.

If inspection shows that the product is not DOA or is not faulty or defective, the inspection costs of EUR 150,- (excluding VAT) will be charged to the Customer and the product shall be returned to the Customer at the Customer's expense, whereby the Customer shall pay the inspection costs and transport/shipment costs before transport/shipment. If the Customer does not pay aforementioned costs to MAK4IT before transport/shipment within the period set by MAK4IT, MAK4IT shall retain or destroy the goods.



6.10 The fact that the Customer invokes the RMA procedure will never release the Customer from its/his payment obligations as referred to in Article 9 ('Payment/prices') of these Terms and Conditions.

7. Liability

7.1 With the exception of the mandatory provisions applicable to it, MAK4IT will only be liable for damage arising directly from foreseeable and avoidable shortcomings, which can be attributed to it and which are directly connected to the Agreement or the implementation thereof. MAK4IT will furthermore not be liable in the event of inadequate compliance by the Customer with statutory provisions, regulations regarding storage, transport, processing and other regulations issued by MAK4IT and/or the manufacturer, or with generally applicable customs or standards concerning the goods of MAK4IT.

7.2 All obligations, including statutory obligations, of MAK4IT to pay compensation to the Customer, on any basis whatsoever, are at all times limited to compensation of only the direct damage and/or loss (as referred to in Article 7.6 below) and up to the amount paid out or reimbursed in the case concerned by the liability insurer of MAK4IT, increased by any excess of MAK4IT. In the event that MAK4IT is insured, it will inform the Customer of the insured sum, should the Customer so demand.

7.3 If and to the extent that any liability insurer of MAK4IT, for whatever reason, does not pay out or reimburse as referred to in Article 7.2, any obligation of MAK4IT, including any statutory obligation, to pay compensation, on any basis whatsoever, will be limited to the amount (excluding VAT) invoiced by MAK4IT for the relevant Agreement.

7.4 If and to the extent that any liability insurer of MAK4IT, for whatever reason, does not pay out or reimburse as referred to in Article 7.2, or if one or more restrictions in the liability of MAK4IT as referred to in this article are in conflict with the applicable mandatory legislation or are not allowed by a court (for example because they are contrary to reasonableness and fairness) and this would result in liability by MAK4IT for damage and/or loss (including any indirect loss) exceeding an amount of EUR 1,000 (one thousand euros), the liability, or at any rate the obligation or statutory obligation of MAK4IT to pay compensation, will be limited to the latter amount.

7.5 The maximum amounts referred to in Articles 7.2 to 7.4 will cease to apply if, and only to the extent that the damage and/or loss is caused by or partially caused by intent, wilful recklessness or gross negligence on the part of MAK4IT, to be proved by the Customer, unless the division of the burden of proof under the law dictates otherwise.

7.6 Direct damage and/or loss is exclusively taken to mean:

- (a) material damage to the Customer's property;
- (b) reasonable costs incurred by the Customer to establish the liability and the extent of the direct damage and/or loss;



- (c) reasonable costs that were reasonably incurred by the Customer, and that the Customer reasonably could and was entitled to make to prevent or limit the damage and/or loss, in so far as the Customer demonstrates that these costs resulted in a restriction of the direct damage and/or loss;
 - (d) reasonable costs reasonably incurred by the Customer to obtain payment out of court, as referred to in Section 96(1)(c) of Book 6 of the Dutch Civil Code.
- 7.7 MAK4IT may under no circumstances be held liable for or obliged to pay compensation for any indirect and/or occasional damage and/or loss, unless the applicable mandatory provisions do not allow such exclusion of this damage and/or loss or part thereof. Indirect and/or occasional damage and/or loss includes, but is not limited to: consequential loss, turnover loss, loss of profits, missed savings, reduced goodwill, investments made, loss due to business interruption and standstill and/or costs incurred to prevent, establish or limit indirect and/or occasional damage and/or loss and the liability for such damage and/or loss and costs incurred to obtain payment out of court of the indirect and/or occasional damage and/or loss. If MAK4IT, however, can be held liable for indirect damage and/or loss, the provisions of Articles 7.3 and/or 7.4 (including direct damage and/or loss) will apply.
- 7.8 Liability in the event of attributable failure on the part of MAK4IT in the compliance with an obligation or obligations under the Agreement other than those arising from Article 6 ('Complaints'), will only arise if the Customer serves MAK4IT with a written notice of default without delay, which means within seven days of establishing the attributable shortcoming or after the attributable shortcoming could have been established, in which the Customer grants MAK4IT a reasonable period in which to comply with and fulfil properly its obligations under the Agreement after all, and if MAK4IT after this period proves unable to fulfil its obligations properly.
- 7.9 Without prejudice to the provisions of Article 6 ('RMA-procedure'), each claim for compensation and/or performance against MAK4IT or any right that the Customer must enforce against MAK4IT will lapse or expire in any case one (1) year after the incident that caused or gave rise to the damage and/or loss or the reliance on any other right, unless it follows from these Terms and Conditions that another time limit or expiry period applies.
- 7.10 Without prejudice to the provisions of this article, the contract and warranty provisions and/or the provisions limiting liability applied by the parties from which MAK4IT purchases its goods will be applicable, also to the Customer, if and in so far as MAK4IT wishes to rely on these provisions. In the event that the Customer, or its/his customers or other third parties wish to hold third parties liable directly, the Customer indemnifies MAK4IT against any claim and all related costs for MAK4IT from the Customer and the aforementioned third parties.
- 7.11 The Customer will also declare the provisions of these Terms and Conditions, or the purport thereof, applicable to the customers of the Customer, in so far as these provisions can be applicable. The Customer indemnifies MAK4IT against any claim by the customer of the Customer.



8. Force majeure

- 8.1 In the event that MAK4IT is unable to comply with its obligations under the Agreement due to a situation of force majeure, the obligations of MAK4IT will be suspended as long as the situation of force majeure continues.
- 8.2 If the situation of force majeure continues for longer than three months, either party will be entitled to terminate the Agreement by means of a written statement to the other party.
- 8.3 A situation of force majeure exists if the performance of the Agreement is wholly or partly impossible, whether or not on a temporary basis, due to a cause or occurrence that MAK4IT cannot reasonably prevent or that is wholly or partly beyond its control. Examples of force majeure situations are: factory occupations, delayed or non-forthcoming delivery by suppliers (such as, for example, because of a pandemic), transport problems, fire, government measures, import or trade bans, natural disasters, terrorism, etc.
- 8.4 In the event of force majeure the Customer will not be entitled to compensation in whatever form or of whatever nature.

9. Payment/prices

- 9.1 Unless explicitly agreed otherwise, the prices applied by MAK4IT are stated in euros, excluding VAT and excluding other costs, such as but not limited to transport/shipment costs, packaging costs, insurance costs, costs of loading and unloading, etc.
- 9.2 Any changes in factors that may influence the cost price, such as the purchase price, exchange differences, government measures, import and export duties, transport costs, insurance premiums, etc. may be passed on by MAK4IT to the Customer. The Customer is not entitled to terminate the Agreement as a result of such price increases, provided that they are reasonable and fair.
- 9.3 All invoices will be paid by the Customer in full in advance, unless another payment term has been agreed in writing and these agreements are specifically stated on the invoice or in the confirmation of the Order or the Agreement. With respect to the invoices the Customer is not entitled to any setoff, deferment of payment or debt setoff. If the Customer is of the opinion that the invoice is not in accordance with the goods delivered, the Customer must notify MAK4IT thereof in writing, stating reasons, within seven (7) days of the actual delivery, failing which the invoice will be deemed to have been accepted and approved by the Customer.
- 9.4 MAK4IT is at all times authorized to demand prepayment or security and to suspend all or part of the performance of the Agreement pending such prepayment or security.
- 9.5 The Customer will be in default, without any further demand or notice of default being required, merely on the expiry of the payment term, or if a judicial or extrajudicial suspension of payments has been applied for or



granted, a petition for bankruptcy or a winding-up petition has been filed or the Customer has been declared bankrupt or insolvent or if a debt adjustment scheme has been applied for or granted with respect to the Customer. If the Customer is in default, it/he will owe MAK4IT cumulative default interest of 1.25% per month, to be calculated on the principal. Parts of a month will be considered as full months in this respect. The Customer will also be obliged to pay all judicial and extrajudicial costs incurred in connection with the collection of the claim, whether or not by engaging Atradius which in principle automatically takes over the collection procedure from MAK4IT fourteen days after the expiry of the payment term. Payment of judicial and extrajudicial costs includes all full actual costs for legal assistance, including litigation assistance, and legal advice, such as full bailiff's and lawyer's fees and any costs of other third parties, explicitly contrary to the guidelines for calculating judicial and extrajudicial costs (such as the sliding scale for extrajudicial collection costs, the BGK Integraal report and the Voorwerk II report), the amount of which will be set at a minimum of 15% of the total outstanding amount payable (excluding VAT) with a minimum of EUR 500 (excluding VAT).

- 9.6 In the event that MAK4IT has granted a discount to the Customer for the goods to be delivered, such discount will only apply on condition that the invoice is paid no later than the due date. If the invoice is not paid by the due date, any and all discounts granted will lapse and the Customer will be liable to pay the regular price to MAK4IT with effect from the due date of the invoice.
- 9.7 Payments made by the Customer will be used first to settle all interest and costs due, and then to settle outstanding invoices which have remained unpaid the longest, even if the Customer states that a particular payment is to settle a later invoice.

10. Retention of title

- 10.1 All goods delivered will remain the property of MAK4IT until such time as the Customer has complied with all of its/his obligations arising from or in connection with the Agreement or Agreements that result(s) in an obligation to deliver for MAK4IT. Until that time the Customer is obliged to store the goods delivered by MAK4IT separate from other goods and clearly marked as MAK4IT property.
- 10.2 Until the ownership of the goods has passed to the Customer, the Customer will not be entitled to let or sell the goods, or give them in use to third parties or to pledge and/or otherwise encumber the goods. The Customer is only entitled to sell, deliver or process the goods in so far as this is required within the context of its/his normal business operations. In the event of resale or onward supply of the goods, the Customer will be obliged to invoke a retention of title against its/his customers, except in the case of sale to consumers.
- 10.3 In the event that MAK4IT has reason to believe or receives an announcement from the Customer stating that the Customer will fail in the performance of its/his obligations, MAK4IT will be authorized to reclaim the goods immediately, the costs of which will be payable by the Customer. In



that case the Customer will be obliged to return the goods to MAK4IT forthwith, should MAK4IT so demand. The costs of returning the goods will be payable by the Customer. Should MAK4IT so demand, the Customer will enable it to recover all goods delivered to the Customer.

- 10.4 If MAK4IT wishes and is entitled to exercise its right arising from the retention of title, the Customer will be obliged to render every assistance, including but not limited to disclosing the location of the goods and allowing access to those goods.

11. Termination

- 11.1 In the case of default (in so far as performance is not permanently or temporarily impossible) of the Customer, MAK4IT will be entitled to terminate the Agreement, without judicial intervention, without prejudice to the right of MAK4IT to claim performance (instead) and/or to claim compensation (instead or in addition to) and/or take any other measures, including legal action.

- 11.2 The Customer will be entitled to terminate the Agreement if MAK4IT, after having received proper written notice of default, as detailed as possible and allowing a reasonable period in which to remedy a shortcoming, whether or not substantial, is in breach, or is still in breach, of essential obligations under the Agreement. The reasonable period for performance set by the Customer must take account of all the circumstances of the specific case.

- 11.3 MAK4IT is also entitled to terminate all or part of the Agreement with immediate effect without notice of default or judicial intervention being required if the Customer, is granted suspension of payments, provisional or otherwise, is placed under guardianship, if the debt management scheme in accordance with the Debt Management (Natural Persons) Act ("*Wet schuldsanering natuurlijke personen*") has been declared applicable to the Customer, in the event of the death of the Customer, if a petition for bankruptcy or a winding-up petition has been filed for the Customer or if the Customer has been declared bankrupt or insolvent, if the Customer's business is wound up, dissolved or discontinued, other than for the restructuring or merger of businesses, if the Customer assigns all or part of its/his assets, if a prejudgment attachment or attachment in execution is levied on all or part of the Customer's property, or if the business of the Customer is sold or there is a change in the management of the Customer. MAK4IT will never be obliged to pay any compensation on account of such termination.

- 11.4 Any amounts invoiced by MAK4IT before the termination in connection with work already performed or goods already delivered in connection with the performance of the Agreement, will remain payable in full and will become immediately due and payable on termination.

12. Intellectual property rights

- 12.1 All intellectual property rights relating to the goods (in any case including copyrights, trademark rights, patent rights, trade name rights, database rights and know-how) and the related documents such as manuals (if any),



recommendations, drawings, designs of MAK4IT, the manufacturer and/or the supplier will explicitly remain vested in MAK4IT, the manufacturer and/or the supplier. This also applies to goods developed for or made available to the Customer under an Agreement, including an agreement for services.

12.2 The Customer is not permitted to remove or modify any notice of intellectual property rights from the goods of MAK4IT, the manufacturer or the supplier. The Customer guarantees that it/he will refrain from any acts or omissions in violation of the intellectual property rights as referred to in Article 12.1, render these rights invalid and/or jeopardize the ownership of these intellectual property rights.

13. **Sanctioned countries and entities**

13.1 MAK4IT strictly adheres to the Sanction Regulations.

13.2 Based on these Sanction Regulations MAK4IT (i) does not conduct transactions with Sanctioned Countries and (ii) does not sell, export or re-export to a Sanctioned Entity.

13.3 Based on these Sanction Regulations Customer shall be prohibited from (re)delivering and/or selling the goods delivered by MAK4IT to a Sanctioned Country or a Sanctioned Entity. Customer shall impose the same written obligation on its customers (and its legal successors) with whom it enters into an agreement in the context of selling and/or supplying the concerning goods.

13.4 MAK4IT shall not be liable for any (re)delivery or sale by Customer in contravention of the applicable laws and regulations such as the Sanction Regulations. Customer shall indemnify MAK4IT for all direct and indirect damages which MAK4IT suffers or may suffer due to violation of this article.

13.5 MAK4IT shall have the right to withdraw an Offer, not process an Order, refuse a delivery and/or terminate an Agreement, upon reasonable suspicion that with regard to goods delivered or to be delivered, the Sanction Regulations with respect to Sanction Countries and/or Sanctioned Entities have not or will not be fully complied with by Customer.

13.6 In case of withdrawal of an Offer, refusal of a delivery and/or termination of an Agreement based on this article, Customer cannot claim compensation or (partial) return of the purchase price and additional costs (such as transport and shipment costs) paid by Customer.

13.7 Customer shall be responsible for and shall indemnify, defend, and hold MAK4IT harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, direct and indirect damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a violation by Customer of this Article.

13.8 Moreover, if as a result of the breach of the Customer's obligations MAK4IT or any related entity or person, will be subject to any restrictions, sanctions or limitations itself, Customer shall be responsible for and shall indemnify, defend and hold MAK4IT or any related entity or person, harmless from any



and all claims, costs, charges, penalties, demands, losses, liabilities, direct and indirect damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to such restrictions or sanctions.

- 13.9 Insofar as Sanction Regulation, such as the Sanctions Act 1977, is replaced by new legislation or regulations in that field, the most current legislation shall always apply and this legislation shall have direct application to the contractual relationship between MAK4IT and the Customer.

14. Applicable law/disputes

- 14.1 Dutch law will apply to all disputes and all Agreements between MAK4IT and the Customer.
- 14.2 If no amicable solution can be reached, any disputes between MAK4IT and the Customer will be exclusively submitted to the court to the District Court Midden-Nederland, location Utrecht.

15. Other provisions

- 15.1 If one or more provisions of these Terms and Conditions are void or declared invalid, the other provisions of these Terms and Conditions will remain in full force between the parties. The parties undertake to replace any void or invalid provision by a new binding provision in such a way that the new provision differs as little as possible from the provision it replaces, taking the parties' original intention into account as much as possible.
- 15.2 Unless the parties have explicitly agreed otherwise in writing, the applicability of the Vienna Sales Convention (CISG) is excluded.
- 15.3 MAK4IT has the right to amend or add to the Terms and Conditions unilaterally. The Customer declares in advance that it/he will agree to any amendments or additions, unless this cannot reasonably be expected of it/him. These amendments will come into force on the date to be announced by MAK4IT. If no date of entry into force has been announced, the amendments will come into force as soon as the amendment has been communicated to the Customer and/or the relevant version has been published on MAK4IT's website.
