

## GENERAL TERMS AND CONDITIONS OF SALES

**These general terms and conditions of sales apply, in the Netherlands, to all sales of scanners, hardware and consumables (hereinafter referred to as "Products" or "Hardware") and to the provision of related after-sales services: installation, training and after-sales services, etc. (hereinafter referred to as the "Services"), by SPIGRAPH Netherlands B.V.(hereinafter "SPIGRAPH") to its professional clients (hereinafter the "Client").**

### ARTICLE 1 - Conditions for application

The sales of Products and Services by SPIGRAPH to its Clients are exclusively governed by these General Terms and Conditions, possibly supplemented by special conditions established and agreed between the parties, and not by any other document such as booklet, instructions, leaflet, catalog, documentation originating from SPIGRAPH, which are given only for information and have only an indicative value.

Any sale of Products and/or provision of Services by SPIGRAPH to the Client, as well as any order issued by the Client implies the acceptance of these General Terms and Conditions of Sales, without any reservation, notwithstanding any clauses to the contrary, handwritten or other, indicated on the purchase orders, letters or other documents originating from the Client.

These General Terms and Conditions of Sales constitute the sole basis of the commercial negotiation between the Parties.

Accordingly, in case of contradiction between these General Terms and Conditions of Sales and the General Terms and Conditions of Purchase of the Client, the parties agree that these General Terms and Conditions of Sales shall prevail in their entirety.

### ARTICLE 2 - Price

The sold Products and Services are invoiced at the price mentioned in the offer or the estimate of SPIGRAPH accepted without any reservation by the Client, or the one in force on the day of receipt by SPIGRAPH of the order of the Client. The euro is the currency of reference.

SPIGRAPH reserves the possibility to modify its rates at any time, subject to the current contracts. Within the Services framework, SPIGRAPH reserves the possibility, for the contracts with tacit renewal, to modify the price of the Services, subject to a three (3) months notice prior to the end of the current term notification to the Client.

### ARTICLE 3 - Orders – Deliveries – Risks

**3.1.** The orders for Products and/or Services must be in written form (fax, letter, email...), by the Client.

The sale is deemed final and the Contract deemed concluded after a written confirmation by SPIGRAPH by an acknowledgment of receipt of the order of the Client. "Contract" shall mean the contractual documents binding SPIGRAPH to the Client and including (i) these General Terms and Conditions of Sales, (ii) the estimate or the offer of SPIGRAPH and (iii) the order of the Client not containing any modification or reservation with respect to the offer from SPIGRAPH.

Any order from the Client of which the specifications and characteristics differ from the offer or the estimate issued by SPIGRAPH is considered accepted only after a written confirmation by SPIGRAPH.

Except when otherwise indicated on the offer, the validity of the offers and estimates of SPIGRAPH is limited to one (1) month.

**3.2** SPIGRAPH charges their customers for freight and handling costs based on rates defined according to the type of products and order volume. They will be reported separately on quotes, order confirmation and invoice documents.

The products will be transported by a carrier chosen by SPIGRAPH.

**3.3.** The Client shall check the condition and the quantity of the Products at the time of the delivery . He shall notify, the case arising, his exceptions on the carrier delivery slip and confirm them in writing to the carrier by registered letter with acknowledgment of receipt within three (3) working days following their receipt. A copy of this letter shall be simultaneously sent to SPIGRAPH. Exceptions should be clear and precise about the nature and extent of the damage. Exceptions such like accepted subject unpacking are not valid and accepted by transport insurance companies.

Any other complaint from the Client, regarding the evident defects or the non-conformity of the ordered Products to the order (particularly wrong quantities or references), shall be made in written to SPIGRAPH, to be valid, within eight (8) days following the receipt of the Products by the Client. After this period, the delivered Products shall be deemed in conformity with the terms of the order and no complaint related to the evident defects or to the conformity of the delivered Products can be considered by SPIGRAPH.

In the case of delivered Products acknowledged by SPIGRAPH, after verification, as not in conformity with the order and/or the Contract, SPIGRAPH undertakes to deliver the missing Products and/or to replace, with the same quantities, the Product acknowledged as not in conformity with the order,

excluding any damage or refund or cancellation of the concerned order.

The return of all or part of a Product is subject to a prior written agreement between SPIGRAPH and the Client.

The return costs and risks shall be borne by the Client.

**3.4.** The delivery periods indicated in the offer and/or the estimate from SPIGRAPH are indicative only. Unless stipulations to the contrary accepted in written by SPIGRAPH, any delay or partial delivery cannot give rise to any payment of damage and/or order cancellation by the Client.

#### **ARTICLE 4 - Terms of payment**

Unless provisions to the contrary agreed between the parties, the invoices are payable within thirty (30) days from the date of issue of the invoice. These terms of payment can be modified according to the evolution of the ability to pay of the Client and of its coverage level by our credit insurer. In particular, SPIGRAPH can require a cash payment for the Products and/or Services, on the date of confirmation of the order by the Client, if the Client has not settled all or part of a previous order within the time limit laid down.

The conditions in which SPIGRAPH can allow a discount for early payment are indicated in the invoice from SPIGRAPH.

#### **ARTICLE 5 - Delay in payment**

In case of delay in payment of any amount on its due date indicated on the invoice, the Client shall be, by right, liable to pay to SPIGRAPH (i) a penalty of delay equal to the interest rate of 8% (annual) applied by the European Central Bank, and (ii) a flat rate compensation for recovery costs of forty (40) euros.

In the case where the actual recovery costs are higher than 40 euros, SPIGRAPH reserves the right to ask for a supplementary compensation on presentation of supporting documents to the Client. The non observance of any due date for payment entails also, by right, the immediate payment of the amounts remaining due for other orders for Products and/or Services.

If this payment is not made, SPIGRAPH reserves the right to retain the not yet delivered Products and/or to suspend the execution of all current Services, fifteen (15) days after the sending of a formal notice to pay by registered letter with acknowledgment of receipt having gone unheeded, without prejudice to any other remedy and/or compensation. This suspension of services or orders does not affect the

right of SPIGRAPH to pursue the recovery of the entire invoice.

#### **ARTICLE 6 - Reservation of ownership clause**

**6.1.** The Products remain the property of SPIGRAPH till full receipt of their entire taxes included price in principal, charges and interests. In the meaning of this document, the presentation of a bill of exchange or other security creating an obligation to pay does not constitute a payment.

In case of non-payment of the totality of the price in principal, charges and interests on the due date, and/or in case of opening safeguard, insolvency or winding-up proceedings against the Client, SPIGRAPH may (i) require the return of the sold Products at the costs and risks of the Client, and (ii) terminate the Contract by right, by a simple written notice sent to the Client, without prejudice to any damage.

These provision do not constitute an obstacle to the transfer of the risks of loss and deterioration of the Products in the conditions of article 6.2 hereafter.

The Client undertakes that the Products of SPIGRAPH will be identifiable at its premises.

In case of return of the Product within the framework of this article, the amounts paid and constituting a part payment for the Products by the Client will be kept by SPIGRAPH as compensation.

**6.2.** The transfer of risks is made as soon as the Products are delivered at the premises of the Client. It belongs to the Client to subscribe to the insurances necessary to cover the risks of loss and of deterioration of the Product.

#### **ARTICLE 7 - Installation and Training Services**

**7.1.** SPIGRAPH undertakes to execute the installation and training Services subscribed to by the Client as specified in the offer and/or the estimate of SPIGRAPH.

**7.2.** The Services are executed at the premises of the Client indicated by the Client. In this context, the Client undertakes, prior to the beginning of the Services by SPIGRAPH, to provide in written to SPIGRAPH the safety and hygiene rules as well as the bylaw applicable at its premises.

**7.3.** SPIGRAPH can carry out the training of the personnel of the Client, on request from the Client and on presentation of a prior estimate.

#### **ARTICLE 8 - Warranties**

##### **8.1. Manufacturer warranty**

Unless written agreement between the parties, the Products sold by SPIGRAPH are guaranteed, from the

date mentioned on the delivery slip, against any material or manufacturing defect, in accordance with the special conditions of the Product manufacturer supplied with the Product.

In addition, the Client can subscribe to a warranty extension for a period particular to each Product category indicated in the offer of SPIGRAPH and in the conditions of article 8.2 hereafter.

## 8.2. Service contract – Contractual Warranties from SPIGRAPH

8.2.1. The Client can subscribe, with SPIGRAPH, to a warranty extension (hereafter the “Warranty extensions from SPIGRAPH”) detailed in the offer from SPIGRAPH.

The Warranty Extensions from SPIGRAPH are provided by SPIGRAPH in accordance with these General Terms and Conditions of Sales:

- (I) for the period and in the conditions mentioned in the special conditions of the Warranty Extension from SPIGRAPH, as referred to in the previous paragraph, in force on the day of receipt of the order of the Client (accepted by SPIGRAPH) and which can be consulted on the web site of SPIGRAPH;

8.2.2. The conditions of the Warranty Extensions from SPIGRAPH apply subject to a proper and normal use of the Hardware by the Client, according to the specifications mentioned in the instruction manual of the said Hardware.

It is the Client responsibility to regularly clean the machine in accordance with the handbook of the said hardware.

### 8.2.3. Technical Support:

The Client undertakes to designate a person responsible for the Hardware which will be the only one authorized to contact SPIGRAPH within the framework of Technical Support. The Technical Support allows the interlocutor of the Client to benefit from the advices necessary for the current use of the Hardware.

The client can be requested by Technical Support to execute simple diagnosis test, or change the consumables and / or wear parts.

It is the Client responsibility to be available during the support call to supply the necessary information to the support team to try to solve the issue via phone or remotely.

SPIGRAPH reserves the right not to send an engineer on site if it is established that an on site visit will not contribute to fixing the defect (e.g. if it is established in the support call that it is necessary to order spare

parts before sending an engineer within the reaction time) .

The Technical Support service of SPIGRAPH is available on working days (from Monday to Friday). Only the persons trained by SPIGRAPH and/or having the technical capacities necessary to use the Hardware are authorized to contact the Technical Support services of SPIGRAPH. Technical Support cannot be a substitute for training.

In case of misuse of the Technical Support by the Client, monitored by call statistics, if the calling time is more than twice (2) the average of other clients, the Client undertakes to make its collaborators follow a training day.

These training services can be carried out on site, on request from the Client, on presentation of a prior estimate and at the rate in force on the day of issuance of the estimate.

### 8.2.4. Response times

SPIGRAPH will do its very best to execute its Services within the time periods indicated in the special conditions applicable to the Warranty Extensions from SPIGRAPH.

### 8.2.5. Exclusions of warranties

The SPIGRAPH Warranty Extensions do not include the supply of lamps and glass parts (glass based...) and of consumables (paper catching rollers, ink cartridges, toner...).

Are not covered by the SPIGRAPH Warranty Extensions are the following interventions and repairs due to deteriorations and/or defects affecting the Hardware due to:

- (i) the normal wear of the Hardware
- (ii) an obvious negligence of the Client (e.g. Documents scanned with staples or paper clips), and abnormal use of the Hardware by the Client, generally to any use not in accordance with the specifications of the Hardware (mentioned in the instruction manual of the said Hardware)
- (iii) any intervention from persons, other than the technicians from SPIGRAPH or persons duly authorized in written by SPIGRAPH,
- (iv) a modification of the Hardware by the Client or by an outsider, not in conformity, not considered and/or not specified in the instruction manual of the Hardware and/or in the specifications of the manufacturer of the Hardware,
- (v) a natural disaster or any accident the cause of which is external to the Hardware (damages by water, fire, shock, etc.), an occurrence of a case of force majeure in the conditions of article 11 of the General Terms and Conditions,
- (vi) the use of inappropriate electrical current or any accidental cause producing the same effects.
- (vii) the use of spare parts other than those supplied by SPIGRAPH and the use of consumables non-compliant with the standards of the

manufacturer of the Hardware or the storage conditions (temperature, expiry date),

- (viii) of the non-observance of the environmental conditions and particularly: floor covering (static electricity), ambient temperature (18 to 25°C), humidity (between 45 and 60%)
- (ix) a lack of maintenance or a improper maintenance of the Hardware by the Client or by an outsider, not in conformity with the instruction manual of the Hardware,
- (x) a modification of the system and hardware environment on which SPIGRAPH has not the control or the responsibility.

The following information is excluded from Technical Support: creation and modification of configurable states, backup procedures, file processing and recovery...

Any intervention having for origin one of the causes enumerated in this article 8.2.5 will be invoiced at the rate in force on the date of the said intervention.

#### 8.2.6. Moving the Hardware

The Client undertakes to not move the Products without a prior written consent from SPIGRAPH. All the costs due to these displacements shall be borne by the Client.

The Client must inform SPIGRAPH immediately if the location of the machine under contract changes.

#### 8.2.7 Preventive Maintenance

In order for SPIGRAPH to fulfill the SLA's stated in the contract or execute a Preventive Maintenance, the Client must submit the full installation location as well as machine details prior to the first call.

The Client undertakes to contact SPIGRAPH for Preventive Maintenance delivery. In case the client doesn't give access to the machine, the Preventive Maintenance is considered delivered.

On contracts without Consumables, it is the customer responsibility to make sure he has Consumables available when SPIGRAPH engineer is onsite. If he doesn't have them, and expects SPIGRAPH to come back to replace the consumables, the client will be charged

#### 8.2.8. Additional Services

Any Service related to the SPIGRAPH Warranty Extensions non-subscribed to by the Client under the applicable special conditions and/or the Spigraph offer, will be carried out by SPIGRAPH on a written request from the Client, on the basis of the rate structure in force on the date of the request.

#### 8.2.9. Period

The SPIGRAPH Warranty Extensions are applicable for the firm period subscribed to by the Client mentioned in the offer and/or the contract of SPIGRAPH duly accepted by the Client.

For the SPIGRAPH Warranty Extensions mentioned in article 8.2.1, applicable for a period of one (1) year and tacitly renewable by annual period, each of the Parties has the possibility to terminate by right the Contract applicable to the said SPIGRAPH Warranty Extensions by register letter with acknowledgment of receipt, subject to a minimum period of notice of two (2) months.

#### 8.2.10. Anticipated Termination

SPIGRAPH may terminate, by right, the Contract and the Services, particularly those provided under the SPIGRAPH Warranty Extensions and shall be then allowed to recover immediately the total amount of its receivables:

- In case of voluntary or judicial liquidation, complete or partial, of the the Client, subject to the legal provisions in force
- In case of non-payment by the Client of many invoices.

The Contract cannot be transferred by the Client, totally or partly, without the prior written consent of SPIGRAPH. In case of sale of the Hardware to a third party without the prior written consent of SPIGRAPH, the obligations of SPIGRAPH would cease by right without any obligation to refund all or part of the amounts paid by the Client.

SPIGRAPH reserves the possibility to terminate the Contract by right, before its annual term in case of impossibility to get spare parts supplies. In this case, a credit note shall be established by SPIGRAPH for the remainder of the term.

### **8.3. Warranty and acceptance of the Services**

SPIGRAPH warrants only the conformity of the Services to the features contained in the Contract and in the special conditions applicable to the SPIGRAPH Warranty Extensions, the case arising.

The acceptance of the Hardware installation Services is materialized by the signature of a report by the Client and SPIGRAPH. In case of reservations, from the Client about the installation Services, acknowledged by SPIGRAPH after verification, as not in conformity with the Contract, SPIGRAPH undertakes to re-execute or to correct the installation of the Hardware within two (2) weeks, at its costs.

### **ARTICLE 9 - Other Services**

SPIGRAPH proposes supplementary Services to the Client, such as the audit of the scanners existing at the Client.

These Services can be performed by SPIGRAPH, on written request from the Client, on presentation of a prior estimate and after agreement between the

parties on the applicable technical and financial conditions.

## **ARTICLE 10 - Conditions of Execution of the Services – Obligations of the Parties**

**10.1.** SPIGRAPH undertakes to perform the Services in conformity with the provisions of the laws of The Netherlands applicable to its activity.

It is for SPIGRAPH only to decide on the means in personnel and in equipment necessary to carry out the Services.

The personnel of SPIGRAPH intervening at the Client remain in all circumstances under the hierarchical and disciplinary authority of SPIGRAPH. The personnel of SPIGRAPH will intervene only according to the instructions from SPIGRAPH.

SPIGRAPH can subcontract all or part of the execution of the Services with the prior written consent of the Client. In this case, the Client shall accept the identity of the subcontractor and its conditions of payment.

SPIGRAPH warrants that the Services will be performed by a regularly employed personnel with respect to the legal and regulatory provisions in force.

**10.2.** The Client undertakes to collaborate with SPIGRAPH and to answer favorably to the requests from SPIGRAPH by providing it with the information it has for the purpose of the performance of the Services.

The Client undertakes to respect the conditions of the Contract as well as the legislative and regulatory provisions of the laws of The Netherlands applicable to its activity.

## **ARTICLE 11 - Force majeure – Unforeseeable Circumstances**

SPIGRAPH shall not be held responsible for a failure to fulfill its obligation deriving from the Contract if this failure is due to a case of "Force Majeure".

A case of Force Majeure is any event subsequent to the signing of the Contract, independent from the will of SPIGRAPH, unforeseeable and uncontrollable such as (without this enumeration being limiting) strikes, fires or floods, accident or manufacturing delays at the suppliers of SPIGRAPH, civil or foreign war, riots, acts of terrorism, total or partial destruction of premises and facilities, and customs measures.

To invoke a case of Force Majeure, SPIGRAPH shall notify the Client about the Force Majeure event, as soon as it occurs, with an estimate of its duration. The Contract shall be suspended during all this event.

As soon as this event ends, SPIGRAPH shall notify the Client about this end and shall immediately resume the performance of its obligations. However, if the duration of a case of Force Majeure exceeds one (1) calendar month, the Client shall then be free to Terminate the Contract.

## **ARTICLE 12 - Liability - Insurance**

**12.1.** SPIGRAPH is liable, within the conditions of common law, for the direct damage caused to the Client by the sale of the Hardware and/or by the performance of its Services.

In no case SPIGRAPH is liable for the indirect and/or unforeseeable damage which may be caused by SPIGRAPH and related to the Products and Services, such as particularly the operating, turnover, orders, clients, data, etc., losses

At all events, the total annual liability of SPIGRAPH, whatever the number of events, is limited:

- (i) to only the direct damage caused to the Client and attributable exclusively to SPIGRAPH and related to the Products and Services,
- And (ii) to the tax excluded amount actually paid by the Client for the purchase of the concerned Products and/or provision of Services, during the twelve (12) months preceding the last event giving rise to the liability claims against SPIGRAPH.

**12.2.** SPIGRAPH warrants having subscribed with a reputedly solvent company, to an insurance covering its civil liability and the one of its employees, executives and agents under the Contract.

## **ARTICLE 13 – Intellectual Property**

**13.1.** The estimates, proposals, catalogs and more generally all the documents given or sent by SPIGRAPH to the Client, as well as the related intellectual property rights, are and remain wholly the property of SPIGRAPH.

In no case, any of these documents can be reproduced without the prior written permission of SPIGRAPH

**13.2.** The intellectual property rights related to the Products, to the drivers and to the software integrated in the Products remain the property of the manufacturer of the said Product. Only the right to the use of the Product is granted to the Client.

**ARTICLE 14 - Obligations of confidentiality**

Except express written permission granted by one of the parties to the other party, each of them undertakes to keep secret and confidential the information belonging and/or received from the other party (hereinafter the "Confidential Information") within the framework of the Contract or before its signing, and to take all the measures necessary so that they are not disclosed to third parties. The parties undertake to give, under their responsibility, the Confidential Information only to their permanent employees directly concerned by the Contract.

SPIGRAPH undertakes particularly to not disclose any information about the Client and its applications.

The undertakings in this Article shall remain in force for a period of ten (10) years from the date of signing of the Contract, unless express provisions to the contrary laid down by the parties.

**ARTICLE 15 - Applicable Law - Jurisdiction Clause**

ALL DISPUTES THAT MAY ARISE BETWEEN SPIGRAPH AND ITS CUSTOMERS SHALL BE EXCLUSIVELY REFERRED TO AND GOVERNED BY THE LAWS OF THE NETHERLANDS.