

GENERAL SALES TERMS AND CONDITIONS

DATAVEND LTD

1. GENERAL

- 1.1 These GENERAL SALES TERMS AND CONDITIONS shall apply to products and related services manufactured or provided by DATAVEND LTD (hereafter "DATAVEND") to a customer (hereafter the "Buyer"). Any proposal or form of proposal howsoever (hereafter the "Proposal") made by DATAVEND to the Buyer for its Products shall be governed by these General Sales Terms and Conditions which, unless expressly otherwise agreed in writing, shall prevail in the event of a discrepancy with any other written or oral agreement between DATAVEND and the Buyer.
- 1.2 The Proposal, including without limitation, commercial, technical and financial documents sent to the Buyer together with these General Sales Terms and Conditions, shall be valid for a period of thirty (30) days from the date of its issuance, unless extended by DATAVEND by written notice to the Buyer.
- 1.3 The Buyer's written acceptance of the Proposal and/or the placement of an order in writing by the Buyer (hereafter the "Order") shall be deemed the Buyer's unconditional and irrevocable agreement to these General Sales Terms and Conditions and the waiver of the Buyer's own purchase terms and conditions or any other similar document. The Buyer shall ensure that the terms of its Order and any applicable specification are complete and accurate.
- 1.4 The Proposal may be subject to alteration and withdrawal by written notice of DATAVEND to the Buyer at any time.
- 1.5 If the Buyer accepts the Proposal with additions, modifications, qualifications or assumptions, such acceptance shall be considered a new offer by the Buyer. Any such new offer shall only be binding upon DATAVEND if and to the extent it is accepted in writing by DATAVEND.

2. DOCUMENTATION

- 2.1 The weight, dimensions, size, performance and other specifications of the Products provided for in the technical or commercial documentation (hereafter the "Documentation") of DATAVEND are of an indicative nature only and are not contractually binding unless expressly indicated so by DATAVEND in the Order Acceptance and / or provided in the Contract.
- 2.2 The Documentation provided to the Buyer remains the exclusive property of DATAVEND and may not be communicated, copied or reproduced by the Buyer without the prior written authorisation of DATAVEND.

3. TERMS OF SALE

- 3.1 The minimum quantity of any Order or Contract shall be stated in the Proposal by DATAVEND to the Buyer.
- 3.2 The Products provided are strictly for the use of the Buyer. The Buyer hereby undertakes not to sell, lend or deliver to any third party under any conditions whatsoever, with or without compensation, temporarily or permanently, the Products delivered, documentation, operating manuals and information in any way whatsoever related to the Products, without the prior written consent of DATAVEND.

4. TERMS OF USE

- 4.1 The Products provided must only be used in the country of delivery unless agreed in writing by DATAVEND.
- 4.2 Any usernames and passwords provided for software access are strictly confidential and must not be shared without the prior written authorisation of DATAVEND.

5. DELIVERY

- 5.1 Except in the event of provisions to the contrary included in the Order Acceptance and / or the Contract or otherwise agreed in writing, the delivery schedule shall be calculated from the last of the following dates:
Receipt by DATAVEND of all the information and data necessary for the fulfillment of the Order.
Receipt by DATAVEND of payment for the Order, and, as the case may be,
Notification to DATAVEND of the opening of the Documentary Credit and acceptance of its terms by DATAVEND.
- 5.2 Obtention of any license or other official authorisation necessary for the import or export of the Products.
- 5.3 Upon the matters detailed in Article 5.1 having taken place, any dates specified by DATAVEND for delivery of the Products are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 5.4 Prior to delivery, the Products will be preserved, packaged or crated in accordance with DATAVEND's usual standards.
- 5.5 The Products delivered in accordance with an Order are definitively transferred and may not be either returned or exchanged.
- 5.6 Any liability of DATAVEND for non-delivery of the Products shall be limited to either replacing the Products within a reasonable time or issuing a credit note against any invoice raised for such Products at DATAVEND's discretion.

6. PRICE

- 6.1 The prices for the Products specified in the Proposal and Order Acceptance of DATAVEND are fixed and firm.
- 6.2 The prices are quoted in EURO (EUR), which will be the invoicing and payment currency unless otherwise stated in writing.
- 6.3 All prices are valid for thirty (30) days starting with their date of issuance, unless extended by DATAVEND by written notice to the Buyer.

7. INVOICING AND PAYMENT

- 7.1 No payment shall be deemed to have been received until DATAVEND has received cleared funds.
- 7.2 Full payment should be received immediately on receipt of proforma invoice and prior to delivery unless otherwise agreed with DATAVEND



7.3 Time for payment shall be of the essence. In the event of a payment delay by the Buyer, DATAVEND may also require for any new delivery (regardless of the conditions that may have been agreed), payment prior to shipment or suspend or cancel any pending Contract or Order without incurring any liabilities whatsoever.

7.4 The buyer is responsible for all charges related to sending the payment and currency conversion where applicable.

8. WARRANTY

8.1 Subject to you complying with the remainder of these terms and conditions, DATAVEND hereby warrants the Products to be free from defects in materials and workmanship under normal use and service for a period of twelve (12) months from the date of delivery. The Buyer shall notify DATAVEND of the defects in writing within seven (7) calendar days after the defects are discovered, and the notice shall thoroughly describe the conditions under which the defect has arisen in order to facilitate the diagnostic of the defect.

8.2 The Buyer must retain the Products at its premises unless requested by DATAVEND to return the Products to DATAVEND. DATAVEND will make arrangements with the Buyer for the Products to be evaluated. If the evaluation reveals a defect in the Products the defects of the Products returned by the Buyer will be made good at DATAVEND's expense by repair or replacement at DATAVEND's option. The property of the defective Products shall pass to DATAVEND upon delivery of the replacement. Should a part no longer be available, it will be replaced with a part that most closely matches it.

8.3 Transportation and insurance costs for defective parts returned to DATAVEND shall be at the Buyer's charge. Transportation and insurance costs for parts replaced or repaired by DATAVEND shall be at DATAVEND's charge.

8.4 The Products are provided "as is" and DATAVEND's warranty hereunder is strictly limited to the repair or replacement of defective parts. The above warranty shall apply only in as much as the Products have been used and maintained in compliance with DATAVEND's instructions for use.

8.5 This warranty shall not apply to consumable and extendible items (such as batteries, fuses...) and to defects arising from or connected with Buyer's failure to operate or maintain the Products in accordance with DATAVEND's specifications and documentation and generally with standard practices of product operations and shall not be applicable to defects arising from or connected with (i) any modification of the Products performed by others but DATAVEND (ii) or any accident, vandalism, negligence or handling errors causing damage to the Products (iii) or normal wear and tear (iv) or defective installation, maintenance or storage (v) technical maintenance or interventions on the Products other than those deemed necessary by DATAVEND.

9. INTELLECTUAL PROPERTY, CONFIDENTIALITY AND INFRINGEMENT

9.1 The information and data (hereafter the "Information") contained in any document or support of information supplied by DATAVEND under the Proposal or the Contract shall remain DATAVEND's exclusive property along with all intellectual property rights (including but not limited to patent rights, copyrights, trademarks, designs) attached thereto. Therefore, no right, title or interest is transferred to the Buyer by the Contract in the names, trademarks, trade secrets, patents, pending patents, expertise, copyright and other intellectual property rights relating to the Products. In particular, to the extent that technology embedded in a Product or related software, the sale of such Product shall not constitute the transfer of ownership rights or title in such technology to the Buyer, but, subject to the provisions set forth herein, shall only imply a non-exclusive and non-transferable license to the Buyer under DATAVEND's intellectual property rights. The Buyer shall not make any use of the Information other than for the purpose



of the Order or, as the case may be, installing, operating and/or maintaining the Products. DATAVEND retains and shall retain full ownership of all inventions, designs and processes.

10. GENERAL

10.1 DATAVEND reserves the right to revoke software access at any time if any of the GENERAL SALES TERMS AND CONDITIONS set out in this document are not met.