

Terms and Conditions

General Terms and Conditions of Delivery:

Altrna Direct N.V.
De Huchtstraat 35
1327 EC Almere

Chamber of Commerce No.: 67524370 (GTCD AD 03.2018)

Article 1: Applicability, definitions

1. These General Terms and Conditions of Delivery (hereinafter to be referred to as: "General Terms and Conditions") apply exclusively to all offers and agreements of sale and purchase between Altrna Direct N.V., established in Almere (hereinafter to be referred to as: "the User") and the purchaser (hereinafter to be referred to as: "the Other Party" or "the Purchaser").
2. The applicability of the general terms and conditions of the Purchaser, inclusive those which are implied by trade, custom, practice or course of dealings, are explicitly excluded and insofar as these are previously agreed upon and either conflict with or supplement these General Terms and Conditions shall no longer be recognized, unless a separate overriding written contract has been entered into and signed by the parties. (Standard) reference(s) to terms and conditions of the Purchaser on invoices, orders and other (contractual) documents are objected to and rejected and will be deemed a material alteration hereof. No rights can be derived from such reference.
3. Once these General Terms and Conditions have been applicable to a legal relationship between the User and Purchaser, Purchaser is deemed to have consented in advance that these General Terms and Conditions shall also and automatically apply to all other (either repeat or partial) orders and agreements entered into and to be entered into thereafter between the User and/or any of its affiliates as supplier and the Purchaser.
4. Any term or reference in these General Terms and Conditions shall be deemed to include the feminine or neuter genders and all singular words shall include the plural, and plural words shall include the singular.
5. The following definitions apply:
 - "Agreement": any more-sided (multilateral) juridical act, which comes to existence as detailed in article 3.
 - "In writing": by letter, email, fax or any other mode of communication that is regarded as equivalent to writing in view of advances in technology and conventional practices.
 - "Offer": any offer or proposal from the User, whether or not in the form of a written quotation.
 - "Other Party": the purchaser.
 - "Website": the website of the User: www.altrna.direct.
6. The possible invalidity of (any part of) a provision contained in these General Terms and Conditions shall not affect the validity of the remaining provisions. Where a provision proves to be invalid, for any reason whatsoever, the User and the Other Party shall be deemed to have agreed upon a valid provision that approximates the invalid provision where possible in terms of purpose and scope.
7. The User is entitled to unilateral alter the General Terms and Conditions. The alteration(s) will become valid once the(se)y have been published on the Website unless the Other Party objects to the alteration(s) in writing within thirty (30) days after the(se)y have been published.
8. If Parties do not enter into an Agreement and after termination, dissolution or nullification of the Agreement for whatever reason, these General Terms and Conditions continue to apply insofar as they have independent significance and/or insofar as required for the regulation of the consequences of the termination, dissolution or nullification.

Article 2: Offers, prices

1. Each Offer is in force during the term referred to in the Offer. An Offer without a validity term is without engagement. The User is entitled to withdraw any Offer, within two (2) working days after receipt of the acceptance at the latest.
2. The prices stated in Offers or price lists from the User are exclusive of BTW (Dutch VAT) and other governmental levies and exclusive of other costs such as transport costs, dispatch costs, shipping costs, administrative costs, handling fees, installation costs and expense claims of third parties engaged, unless stated otherwise.
3. A composite Offer does not oblige the User to deliver part of the offered performance against a corresponding part of the price.
4. If the Offer is based on information provided by the Other Party and this information appears to be incorrect or incomplete or should change at a later date, the User shall have the right to adjust the prices and/or delivery terms stated therein.
5. The Offer and the prices do not automatically apply to repeat or partial orders.
6. If (cost) price increasing circumstances occur at the expense of the User between the date of concluding the Agreement and the execution thereof, due to legislation and regulations, government measures, currency fluctuations or price changes of the required materials and/or raw materials, the User shall have the right to increase the agreed prices and charge these to the Other Party.
7. Arrangements made with User's personnel shall not be binding, unless confirmed by User in writing or entered into by power of attorney.

Article 3: Establishing agreements

1. An Agreement is established either by:
 - a. acceptance in writing by the Other Party of the Offer of the User, also if this acceptance deviates on secondary issues from this Offer. However, when the acceptance shall deviate in essential aspects, the Agreement shall only be concluded after the User has explicitly agreed with these deviations in writing;
 - b. by signing a written contract by both parties;
 - c. by means of an order from the Other Party which has been confirmed by means of a prevailing Sales Order of the User.
2. The Other Party shall not have the right to object to the manner in which the Agreement was executed as a defence to the enforcement of the Agreement.
3. The User shall never be bound to:
 - a. an order of the Other Party without prior Offer thereto, unless such order is followed by a prevailing Sales Order confirmation of the User and/or
 - b. oral agreement(s).
4. Data extracts from (computer) systems of the User provide compelling proof regarding the content of received and/or sent data unless irrefutable counter evidence is provided.

Article 4: Engaging third parties

1. If the User deems this necessary, it shall have the right to have specific deliveries carried out by third parties.

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2. The Other Party is not entitled to assign the performance of the Agreement or any part thereof to third parties, or to cede or pledge to third parties any rights or claims that the Other Party may have against the User under the Agreement, without the written consent of the User.

Article 5: Obligations of the Other Party

1. The Other Party ensures that it has obtained all necessary permits, licenses, rights, etc. needed for the execution of the Agreement and shall make available to the User all information required for the execution of the Agreement in a timely and orderly manner, ensuring the correctness and completeness of such information.
 - a. 'All information' includes, but is not limited to:
 - i. the purpose of the Items/services to be delivered;
 - ii. the location where the Items/services are to be delivered;
 - iii. the availability of utilities;
 - iv. detailed information (brand, type, series etc.) regarding connectivity options, and
 - v. other (special) requirements or information.
2. The Other Party may only sell on Items delivered by the User in the original packaging from the User or its supplier. The Other Party is prohibited to make changes to the original packaging and shall prevent any damage thereof.
3. If the above obligations are not fulfilled in full or on time, the User is entitled to suspend the execution of the Agreement until the Other Party has fulfilled all of its obligations. The costs and the other consequences arising from this shall be at the expense and risk of the Other Party.
4. If the Other Party fails to comply with its obligations and the User fails to require performance by the Other Party, it shall not affect the User's right to require performance at a later date.

Article 6: Confidential information

1. The Other Party shall treat and undertake to observe confidentiality of all information concerning the (content of the) Agreement or the order as well as all (other) information that the Other Party has obtained in the context of concluding and executing the Agreement from or about the User in confidence, including but not limited to: transactions contemplated by these General Terms and Conditions, and negotiations concerning the same, secrets or confidential commercial, financial, marketing, technical or other information, compatibility information, User's Knowhow, trade secrets and other information in any form or medium whether disclosed orally or in writing before or after the date of the Agreement which the other Party knows or has reason to know is confidential, together with any reproductions of such information in any form or medium or any part(s) of this information. The Other Party only provides this information to its employees or other third parties insofar as necessary for the execution of the Agreement and only with the prior written approval of the User.
2. The Other Party shall take every reasonable precautionary measure in order to maintain confidentiality of this information. This duty of confidentiality also applies to its employees and third parties which are involved in the execution of the agreement under the Other Party's responsibility.
3. The obligation of confidentiality shall not apply if the Other Party, as a result of law and/or regulations or a court order, must disclose confidential information and cannot rely on a legal nondisclosure right or privilege permitted by a court. This exception also applies to the employees and other persons referred to in the previous paragraph.
4. The Other Party may not use the name of the User and/or the content of the agreement as a reference, without the prior written approval of the User.

Article 7: Delivery, delivery terms

1. Agreed delivery terms shall never be considered as strict deadlines. If the User fails to meet its delivery obligations in full or on time, the Other Party must give notice of default to the User and grant the User a reasonable time to meet these delivery obligations at a later date.
2. The User is entitled to deliver in phases, whereby each partial delivery may be invoiced separately.
3. The risk concerning the Items to be delivered shall pass to the Other Party at the time of delivery. This is the moment that these Items to be delivered will leave the premises, the warehouse or the shop of the User, or the moment that the User has informed the Other Party that it may collect the Items.
4. Dispatch or transport of the Items shall take place at the expense and risk of the Other Party in a manner to be decided by the User. The User is not liable for any damage of whatever nature that is related to the dispatch or the transport of the Items.
5. If the User delivers the Items itself to the Other Party, the risk of the Items will pass at the moment that these Items arrive at the Other Party's recorded address or are in fact at its disposal.
6. If it appears impossible, due to a cause within the risk area of the Other Party, to deliver the Items ordered (in the agreed manner) to the Other Party, or if these Items are not collected, the User shall have the right to store the Items at the expense and risk of the Other Party. The Other Party should enable the User after giving notice of the storage and within a term to be fixed by the User, to deliver the Items within the term fixed or collect the Items itself within this term.
7. If the Other Party still fails to meet its purchase obligation after the term referred to in the previous paragraph, it shall be immediately in default. The User shall then have the right to fully or partially terminate the Agreement with immediate effect by a written statement and to sell the Items to third parties without the User being obliged to compensate any damage, cost or interest arising from this. The aforesaid shall not affect the Other Party's obligation to compensate any (storage) cost(s), loss due to delay, lost profits or any other damage or the right of the User to claim fulfilment at a later date.
8. An agreed delivery term will not take effect until the moment that the User has received all information required for the delivery and the possible agreed (advance) payment of the Other Party. If a delay arises from this, the delivery term shall be extended accordingly.
9. In case of any service being provided by means of a service license to the Other Party, this service license is exclusive, non-transferable and linked exclusively to each individual serial number of the hardware. If additional hardware is required, the service subscription will not transfer and a new agreement needs to be made.

Article 8: Packaging

1. Packaging that is designated to be used several times shall remain the property of the User. This packaging may not be used by the Other Party for any purpose other than for which it is designated.
2. The User shall determine if the packaging must be returned by the Other Party free of charge or that it shall collect the packaging itself at the expense of the Other Party.
3. The User is entitled to charge the Other Party a fee for this packaging. If the packaging is returned by the Other Party for free within the term agreed, the User must take back this packaging and pay back the fee charged for this to the Other Party or deduct it from the fee that the Other Party has to pay for packaging on the following delivery. The User shall at all times have the right to deduct a 10% handling fee from the amount to be paid back or settled.
4. If the packaging is damaged, incomplete or has been destructed, the Other Party shall be liable for the damage and its entitlement to a repayment of the fee shall lapse.
5. If the damage referred to in the previous paragraph is higher than the fee charged, the User shall not have to take back the packaging. The User shall then have the right to charge this to the Other Party at cost price, deducted by the fee paid by the Other Party.
6. Packaging for single use does not have to be taken back by the User and may be left at the Other Party's. Possible costs for removal shall be at the expense of the Other Party.

Article 9: Complaints and returns

1. Items ordered shall be delivered in the (original/ wholesale) packaging in stock. The Other Party is obliged to check the delivered Items immediately after receipt and to

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state any visible failures, defects, damage and/or deviations in numbers, on the consignment note or on the accompanying note. In the absence of a consignment note or an accompanying note, the Other Party must report the visible failures, defects, damage and/or deviations in numbers within two (2) working days after receipt of the Items by the Other Party, followed by a written confirmation thereof. In the absence of such a report, the Items are deemed to have been received in good condition and to meet the Agreement.

2. Other complaints must be reported to the User in writing - accompanied by a full test-report - immediately after discovery, yet ultimately within fourteen (14) days of the receipt of the relevant services and/or Items.
3. The Other Party shall bear all risks of failing to report directly. If a complaint has not been lodged with the User within the terms referred to in this article, any claim against the User in relation to faults in the services and/or Items lapses. The 'within a reasonable period' as referred to in article 6:89 Dutch Civil Code is in all cases set at fourteen (14) calendar days.
4. No complaints can be lodged;
 - a. in respect of imperfections in or characteristics of Items produced from natural materials, if these imperfections or characteristics are inherent to the nature of these materials;
 - b. about small differences in view of specified measures, weights, numbers, discolouration and small colour deviations etc., acceptable within the industry;
 - c. about Items that have changed in nature and/or composition or that have been fully or partially treated or processed.
5. Complaints shall not suspend the Other Party's payment obligations.
6. The Other Party must give the User the opportunity to investigate the complaint and must provide all information to the User that is relevant for the complaint. If the Items need to be returned for investigating the complaint, this will be at the expense of the Other Party unless the complaint appears well-founded. The transport risk will always be borne by the Other Party. The Other Party may only return the Items to the User, after the User has been given the opportunity to try to repair the Items from a distance and after the User has provided the Other Party with a RMA-number.
7. In all cases, returning the Items shall take place in a manner to be determined by the User and in the original packaging or deposit packaging.

Article 10: Guarantees/warranty

1. The User shall ensure that the deliveries are carried out appropriately and in accordance with standards applicable in its sector but shall never provide a more extensive guarantee/warranty than explicitly agreed in writing between the Parties.
2. The User shall be responsible during the guarantee/warranty period for the usual quality and reliability of the Items delivered in accordance with standards applicable in its sector at the time of purchase.
3. If the manufacturer or supplier provides a guarantee/warranty for the Items delivered by the User, this guarantee/warranty applies in the same manner between the Parties. The User shall inform the Other Party in this regard.
4. If the purpose for which the Other Party wishes to treat, process or use the Items differs from the customary use of these Items, the User shall only guarantee/warrant that the Items are suitable for this if it has confirmed so in writing to the Other Party.
5. The guarantee/warranty provisions shall only apply:
 - a. If the payment obligations have been fully complied with, and
 - b. If the operating instructions have been complied with, and
 - c. If sufficient maintenance is carried out, and
 - d. If the Other Party or a third party does not without User's written consent assemble and/or repair and/or put the delivered Items into operation, and
 - e. If the User is notified in writing of any guarantee/warranty claim immediately after a defect has arisen, and
 - f. If the Other Party provided to User all information concerning the claimed defect and gave User the opportunity to inspect and test the Item, as User might request, and
6. If the Other Party rightly makes a claim under the guarantee/warranty, the User shall take care of the repair or replacement of the Items - at its own discretion - or refund or reduce the agreed price.
7. In the event of service activities, the User is obliged to perform these services solely on the basis of a best efforts obligation.
8. The User does not represent that the use of the Items will produce any specific results, or that the Items delivered will be fit for any purpose other than its intended use or will not cause any damage or harm.
9. The guarantee/warranty shall not be transferable or assignable by the Other Party in any manner without the express written consent of the User.

Article 11: Liability

1. The User can not be held liable for damages or loss due to an (attributable) failure in the performance of the Agreement, unlawful act or other ground, excepts as provided for in this article.
2. The User shall accept no liability exceeding the obligation of the User to repair or replace the defective Items or part(s) thereof as per the guarantee/warranty agreed or given by the User.
3. Subject to the provisions of the previous paragraphs, the total liability of the User, which explicitly includes every failure in the performance of a warranty obligation agreed with the Other Party, will be limited to compensation of solely direct damage(s). Any liability for punitive damages and consequential damage such as trading losses, loss of earnings and/or losses sustained, damage caused by delay and/or personal or bodily injury shall be expressly excluded.
4. If the User is liable, the liability for compensation shall further at all times be restricted to the maximum amount paid by the insurer where appropriate. If the insurer does not pay or if the damage is not covered by the insurance taken out by the User, the total liability of the User in contract, tort (including negligence), misrepresentation or otherwise under or in relation to this Agreement shall be limited to an amount equal to the invoice amount of the ordered Items to which the claim relates, assuming a maximum of the last six (6) months of invoices in the event of continuing performance contracts.
5. The exclusions and limitations of liability of the User referred to in this article also apply with regard to any warranties and indemnification obligations of the User.
6. The Other Party is obliged to take all measures needed to prevent or limit the damage, failing which the Other Party is liable for any damage resulting there from.
7. As a condition to the right to claim for compensation of damages the Other Party is obliged to i. notify the existence thereof as soon as possible after it has occurred and ii. give the User a reasonable term to remedy the situation. Every right to compensation of damage by virtue of this article lapses if the Other Party, within one (1) months of the moment on which the damage manifested itself for the first time, has failed to unambiguously claim compensation for damage, in writing by means of a registered letter to the legal business address of the User.
8. Unless otherwise agreed upon and with the exception of claims arisen from loss of life, bodily injury or arising from intent and/or gross negligence any claim for damages of the Other Party shall expire within six (6) months from the commencement of the legal limitation period. The statutory limitation period pursuant to the Product Liability Act shall remain unaffected in any case.
9. The Other Party acknowledges that the User is an independent supplier. Unless explicitly stated otherwise in writing, any usage of the name (or part of the name) of an OEM manufacturer in the coding of Users' optical components is solely used as an indicator and/or as a necessity for product compatibility between the optical component and the OEM's router/switch it is being used in. Any such usage is not intended to be, nor shall it be regarded as, a representation that the User is an agent and/or authorized reseller of the OEM brand, or that Users' optical components are approved or certified by the OEM brand manufacturer. The usage of the OEM brand name does not further imply any relationship between the User and the OEM brand manufacturer. The Other Party hereby irrevocably waives any right to claims for any relief based on such usage.

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10. The Other Party will not in part or as a whole hold the User responsible or liable for damages and losses arising out of (alleged) claims, lawsuits, and settlements made against the Other Party, either directly or indirectly, due to (alleged) infringement of a patent, copyright, trademark, registered designs or other (intellectual property) right under any name whatsoever in connection with the Items delivered and/or installed by the User.
11. The User is not liable - and the Other Party cannot make a claim under the applicable guarantee or otherwise - if the damage is due to:
- improper/incompetent use, use contrary to the purpose for which the Items delivered were intended or use contrary to the directions, advice, operating instructions, leaflets, etc. provided by or on behalf of the User, and/or
 - incompetent safekeeping (storage) the Items, and/or
 - failure to properly install or maintain the Items, and/or
 - power peaks, and/or
 - errors or incompleteness in the information provided to the User by or on behalf of the Other Party, and/or
 - instructions or directions from/on behalf of the Other Party, and/or
 - a choice of the Other Party, which deviates from the User's advice and/or what is customary, and/or
 - repairs or other work or processing being carried out on the Items delivered by or on behalf of the Other Party, and/or
 - any (type of) modification to the Items delivered and/or any software component thereof by or on behalf of the Other Party and/or in case (any part(s) of) the Items delivered are produced and/or modified by the User in accordance with the Other Party's order or request either made explicit or implicit, and/or
 - the electronic systems, carriers, software and documentation provided and/or made available by the Other Party not being covered by adequate licenses, and/or
 - any infringement of third parties patents, licenses, trademarks, registered designs and other rights under any name whatsoever in connection with the Items supplied by the User, and/or
 - infringement by a third party and/or any act of any third party disturbing the interoperability of the Items delivered with the Other Party's hardware. In the latter the Other Party will grant the User the irrevocable right as stated under article 6, section 1 under a of Directive 2009/24/EC, and/or
 - the use of electronics means of communication such as - but not limited to - damages due to a delay in the delivery of data, the non-delivery of data, the interception or manipulation of data by third parties, the usage of program software for transmitting data, the recipient or processing data, viruses and malfunctions in the network equipment needed for transmitting data.
12. The Other Party is fully liable for all damages arising from all cases listed in the previous paragraph and indemnifies the User explicitly against any claims from third parties to compensate these damages.
13. The provisions of this article and all other limitations and exclusions of liability referred to in these General Terms and Conditions shall also apply for the benefit of all natural persons and legal entities that the User engages in the performance of the contract, including but not limited to its suppliers.
14. The limitations of the liability stated in this article shall not apply if the damage is due to intent and/or gross negligence by the User or its supervisory staff on a management level or if mandatory legal provisions oppose said limitations. Only in these cases shall the User indemnify the Other Party against any third-party claims.

Article 12: Payment

- Payment of an invoice must be received within thirty (30) days of the invoice date, unless otherwise agreed in writing. The Other Party is obliged to provide to the User (partial) advance payment or other security for payment at User's first request.
- The invoice shall be considered correct if no objections have been made within seven (7) days after the date of the invoice.
- With respect to services to be delivered by the User, the User shall in addition to any invoice for Items, send the Other Party annual invoices including a pre-determined annual subscription fee as well as an invoice for a one-time fee for the physical hardware to which the services are linked. All invoices may be combined by the User.
- The payment terms are final deadlines. If an invoice is not fully paid after expiry of the payment term or if it was not possible to pay the amount by direct debit, the Other Party, without a demand or notice of default being required, will automatically be in default of payment and obliged to pay to the User a default interest (the statutory commercial interest ex article 6:119a Dutch Civil Code) plus 2% per month, to be calculated cumulatively over the principal sum. Parts of a month are computed as a full month.
- If the Other Party still fails to pay after receiving notice, the User will furthermore have the right to charge the extrajudicial collection costs to the Other Party, amounting to 15% of the invoice sum, with a minimum of € 150.00 exclusive of VAT, to be calculated on the basis of the principal sum, increased by interest.
- For the calculation of the extrajudicial collection costs the User may, after one (1) year, increase the principal amount by the default interest accrued in that year.
- In the absence of payment, the User may terminate the Agreement without further notice of default by a written statement or suspend its obligations under the Agreement until payment is received or the Other Party provided appropriate security. The User shall also have the aforementioned right of suspension if it has legitimate grounds to doubt the Other Party's creditworthiness even before the Other Party enters into default regarding payment.
- The User will initially deduct payments received from the Other Party from all interest and costs due and subsequently from invoices which have been due and payable the longest, unless the payment is accompanied by a written statement that it refers to a later invoice.
- The Other Party may not deduct any claims of the User from any reclamation that it has on the User. The aforesaid also applies if the Other Party applies for a (temporary) suspension of payment or is declared bankrupt.

Article 13: Privacy, data processing and security - general -

- Parties shall implement all appropriate technical and organizational measures to ensure the protection of the data it processes, against accidental or unlawful destruction, or accidental loss, falsification, unauthorized disclosure or access, in particular when the processing involves the transmission of data over a network, and against all unlawful forms of processing. These measures, taking into account the state of the art and the costs of implementation, will guarantee an appropriate level of security, with a view to the risks involved in the processing and with regard to the nature of the data to be protected.
- In case of any (intention of) processing by the Other Party of personal data from the User - including its agent and employees - it shall first obtain an explicit and written approval/consent regarding such processing.
- The Other Party shall in any case and at first request of the User and within 24 hours after such request, inform the User in writing of the way and manner in which it ensures full compliances with all applicable privacy regulations.
- The Other Party is obliged to notify the User no later than 24 hours upon occurrence of any data breach/leak in its systems and provide as a minimum the following information to the User:
 - Cause of the breach;
 - Actual and expected damage(s);
 - Preventive measurements taken/ to be taken, and
 - Scope of the breach, including but not limited to a complete overview of the affected parties / data subjects.
- The Other Party indemnifies and holds harmless the User against claims deriving either directly or indirectly from a violation of any applicable privacy regulation due to the processing of personal data by or on behalf of the Other Party in the widest sense.
- The Other Party assumes all responsibility, accountability and liability for any breach of data security and shall safeguard the User and/or any of its affiliates for any such

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damages, costs and the likes suffered by the User and/or any of its affiliates due to such a breach.

Article 14: Collection of data by the User

1. The User may collect and process personal data - such as email, phone number, names and other contact details of the Other Parties representatives, employees, ultimate beneficiary owner and other data subjects (hereinafter to be referred to as: "Data Subjects") - in connection with the due execution of its services and/or within the framework of this Agreement.
2. Subject to article 13.1 here above the User will at all times act in accordance with the General Data Protection Regulation and adequately secure the personal data it is provided with.
3. In case personal data is processed such processing shall take place in accordance with Users' Privacy Policy as published on the Website and the applicable laws and regulations.
4. The Other Party confirms that it has informed its employees, its representatives, its contact persons, the beneficial owners and the Data Subjects of the processing undertaken by the User and of the sharing of the (personal) data as described in this article and that it has received their prior written consent in this regard.
5. If the User processes personal data, this article will apply as a processing agreement between the User and the Other Party, in which the Other Party will be designated as responsible ("controller") party within the meaning of the General Data Protection Regulation and the User as processor.
6. The personal data the User receives from the Other Party will only be processed for the purpose of supplying services and Items. Without the explicit approval of the Other Party in writing, the User will refrain from using the personal data for its own objectives, or those of third parties.
7. The User undertakes not to transfer the personal data to any third parties, except if required by law or authorized by the Other Party or in cases specified in the applicable Privacy Policy.
8. All Data Subjects have a right to data portability and a right to access their personal data and may ask for rectification where such personal data is inaccurate or incomplete and/or deletion of their personal data in a manner as detailed in the applicable Privacy Policy.

Article 15: Retention of title

1. The User shall retain title of all Items delivered and to be delivered up until the point at which the Other Party has completely fulfilled all payment obligations towards the User.
2. The payment obligations referred to in the previous paragraph consist of payment of the purchase price of the Items, increased by claims relating to work performed in connection with that delivery, as well as claims relating to any damage due to the Other Party's attributable failure to meet its obligations, including payment of damages, extrajudicial collection costs, interest and possible penalties. If this refers to the delivery of identical, non-individualized Items, the consignment of Items relating to the oldest invoice shall be considered to have been sold first. Therefore, retention of title always remains with the Items delivered that are still in stock, in the shop and/or form a part of the inventory and equipment of the Other Party on invoking retention of title.
3. All Items subject to the retention of title may not be sold on by the Other Party in the framework of the ordinary business operations, unless it has also stipulated retention of title with its suppliers to the Items delivered.
4. As long as the title is retained in the Items delivered, the Other Party may not pledge the Items in any manner or bring Items under the (actual) control of a financier by means of lists containing Items pledged.
5. The Other Party must notify the User immediately if third parties pretend to have ownership or other rights to the Items in which the title is retained.
6. The Other Party must safe keep the Items carefully and as identifiable property of the User for as long as the title is retained.
7. The Other Party has to take out a business interruption or home contents insurance to ensure that the Items delivered which are subject to retention of title are included in the policy and the Other Party will allow the User inspection on demand into the insurance policy and the accompanying proofs of premium payments.
8. If the Other Party contravenes the provisions of this article or if the User claims retention of title, the User and its employees shall have the irrevocable right to enter the Other Party's premises and take back the Items subject to retention of title. This applies without prejudice to the User's entitlement to compensation of damage, lost profit and interest and the right to terminate the Agreement without any notice of default by a written statement.

Article 16: Bankruptcy, loss of power to dispose of property, etc.

1. The User may terminate the Agreement without any notice of default by a written statement to the Other Party, at the time when the Other Party:
 - a. is declared bankrupt or files for bankruptcy, and/or
 - b. applies for (temporary) suspension of payment, and/or
 - c. is affected by enforceable seizure, and/or
 - d. is placed under guardianship or judicial supervision, and/or
 - e. otherwise loses the power to dispose of its property or loses legal capacity regarding (parts of) its assets.
2. The Other Party shall always inform the guardian or administrator of the (content of the) Agreement and these General Terms and Conditions.

Article 17: Cancellation, suspension

1. If the Other Party wishes to terminate the Agreement prior to or during the execution thereof, it shall be due compensation to be further determined by the User. This compensation shall comprise all costs already incurred by the User and its damage suffered due to the cancellation, including lost profits. The User is entitled to fix the aforesaid compensation and - at its discretion and dependent on the deliveries already made - to charge 20 to 100% of the agreed price to the Other Party.
2. The Other Party is liable towards third parties for the consequences of the cancellation and indemnifies the User against any claims from third parties arising from this.
3. The User is entitled to settle the amounts paid by the Other Party with the compensation due by the Other Party.
4. In case the execution of the Agreement is suspended at the request of the Other Party, the costs incurred until that moment shall be immediately due and payable and the User will have the right to charge these to the Other Party. Furthermore, the User shall have the right to charge to the Other Party all costs incurred or to be incurred during the suspension period.
5. If the execution of the Agreement cannot be resumed after the agreed suspension period, the User shall have the right to terminate the Agreement by a written statement to the Other Party. If the execution of the Agreement is resumed after the agreed suspension period, the Other Party must compensate any costs of the User possibly arising from the resumption.
6. Solely with respect to the delivery of services Parties may terminate the Agreement - which includes access to the services and the hardware it is connected to - given thirty (30) days prior notice. No refunds will be made for the remaining portion of the annual subscription and any amount that may have been paid.
7. The User may terminate the annual service subscription - without any right of the Other Party to compensation or refund - by written notice to the Other Party, to take immediate effect upon the receipt thereof, if:
 - a. The Other Party commits or permits a breach of any of its covenants under this Agreement and the Other Party has failed to remedy the breach within thirty (30) days after being required to do so in writing, and/or
 - b. The Other Party becomes bankrupt or insolvent, and/or
 - c. Payment is not made in full within thirty (30) days of the invoice date.

Alturna Direct N.V.

A De Huchtstraat 35, 1327 EC Almere, The Netherlands I www.alturna.direct E info@alturna.direct T +31 (0)88 2347500
Chamber of Commerce Amsterdam 67524370 VAT No. NL8570.49.586.B01

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Article 18: Force majeure

1. In the event of force majeure on the part of the Other Party or the User, the User shall have the right to terminate the Agreement by a written statement to the Other Party or to suspend the fulfilment of its obligations towards the Other Party for a reasonable term without being obliged to pay any compensation.
2. Force majeure means circumstances beyond a party's control in the sense of Section 6:75 Dutch Civil Code. And shall on the part of the User include the following circumstances: a non-culpable shortcoming by the User, a non-culpable shortcoming of third parties or suppliers engaged by the User, other serious grounds on the part of the User, war, revolt, mobilization, riots at home and abroad, government measures, strikes within the company of the User and/or of the Other Party, or a threat of these and other circumstances, disruption of existing exchange rates at the time the Agreement was concluded, operational failures due to fire, burglary, sabotage, power failure, internet or telephone failures, natural phenomena, (natural) disasters and suchlike, as well as transport problems and delivery problems arisen from weather conditions, roadblocks, accidents, and import and export hindering measures.
3. Force majeure on the part of the Other Party in any event does not include: shortage of personnel, strikes, default by third party called in by the Other Party, breakdown of auxiliary materials, liquidity or solvency problems of the Other Parties and government measures against the Other Party.
4. If force majeure occurs when only part of the Agreement has been executed, the Other Party shall in any case be obliged to fulfil its obligations towards the User until that moment.
5. The Other Party shall inform the User with immediate effect of an occurring or impending force majeure situation on its part, followed by a written confirmation stating the consequences that the force majeure situation shall have (is expected to have) for the agreed delivery(ies).

Article 19: Code of Conduct

1. These General Terms and Conditions shall be governed by the User's code of conduct as published on the Website of the User and shall be binding upon both parties. The Other Party agrees to comply with the provisions laid down in said code of conduct for as far as they are applicable to the Other Party.

Article 20: Miscellaneous

1. Samples and models that are displayed and/or provided and specifications of colours, dimensions, weights and other descriptions in brochures, promotional material and/or on the User's Website shall be as accurate as possible but shall only be intended as a guide. The Other Party may derive no rights from these specifications.
2. The samples and models provided shall remain the property of the User and must be returned to the User on demand at the expense of the Other Party.
3. All intellectual property rights vested in the services and/or Items provided within the framework of the Agreement and in the content thereof are held only by the User and/or its licensors, unless explicitly agreed otherwise in writing. No part of these General Terms and Conditions implies a transfer of intellectual property rights.
4. In case an intellectual property right is owned by a licensor of the User, the Other Party may have to accept the license provisions and conditions of these third parties in order to use (all functions of) the services and/or Items. If the Other Party chooses not to accept said license conditions then it will forfeit any relevant claim it may have against the User.
5. All notices to be given under the Agreement shall be in writing and in the English language and may be delivered by hand or sent by pre-paid post to the relevant Party at its registered address.

Article 21: Applicable law, jurisdiction

1. The Agreement concluded between the Parties is exclusively governed by Dutch law. Any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by the court in the place where the User is established, although the User shall always retain the right to submit a dispute to the competent court in the place where the Other Party is established.
2. The applicability of the Vienna Convention on the International Sale of Goods (CISG) is explicitly excluded.
3. The Agreement to which these General Terms and Conditions apply constitutes the entire Agreement between the Parties. It supersedes any previous Agreement or understanding between the Parties in regards to this matter.

Date: May 2018