GENERAL CONDITIONS OF SALE OF CAPI2 B.V.

Clause 1 Definitions

1.1. We/Us:
Capi2 B.V. is the party applying these general conditions and shall be referred to hereinafter as: "we" or "us".

1.2. Other party:
The "other party" shall be understood to be every (legal) person to whom we address our offers/tenders, as well as the party who addresses any offers/tenders to us and the party granting us an assignment/order, or, as the case may be, the party with whom we enter into an agreement and in addition all parties with whom we have any legal relationship and apart from those parties, their representative(s), attorney (ies), legal successor(s) and heir(s)/beneficiary (beneficiaries).

1.3. Product:
The "product" shall be understood to include all products that are delivered under application of these general conditions to the other party, as well as all activities and services, carried out/rendered by us for the benefit of the other party.

1.4 Consumer
The "consumer" shall be understood to be: any natural person, not acting as a party exercising a profession or conducting a business.

1.5 Confidential information:
"Confidential information" shall be understood to include all data, information, plans, specifications, drawings, documents and knowledge made available to the other party within the framework of the conclusion of the agreement or its execution. In addition confidential information shall be understood to include all data and information of third parties received or having become known by the other party within the framework of the agreement.

1.6 Written, in writing
'Written, in writing' shall be understood to also include correspondence through email exchange.

Clause 2 Applicability

2.1. These general conditions shall apply to all our offers/tenders, all tenders and/or offers of the other party accepted by us, all agreements, all agreements resulting from or in connection with those agreements, as well as all legal transactions, deliveries and work activities carried out by us, as well as all legal relationships to be entered into with us in the future.

2.2. Derogations from and additions to these general conditions shall only bind us if agreed upon in writing.

2.3. The general conditions and/or other terms and conditions used by the other party are excluded explicitly by us.

2.4. If one or more provisions of these general conditions might prove to be invalid or are declared null and void, the other provisions of these general conditions, and the agreements concluded between the other party and us to which these conditions apply shall remain fully effective.

Clause 3 Offer/tender

3.1. All our offers and tenders are without any commitment or obligation, unless they contain a term for acceptance, in which case the offer/tender shall have expired after expiration of that term.

3.2. Any changes made and/or promises made by us either orally or in writing after the offer/tender, shall involve a new offer/tender, replacing and invalidating the earlier offer/tender.

3.3. All offers and tenders have been based on the execution of the agreement by us in normal circumstances, on the basis of the data known to us and during customary working hours, unless it has been indicated otherwise explicitly in writing.

Clause 4 Establisment

4.1. If our offer/tender is without any commitment, the agreement shall have been established at the moment of receipt by us of a written acceptance of the offer/tender, or at the moment we have started the execution of the assignment/order.

4.2. If our offer/tender has been linked to a term, the agreement shall have been established at the moment of receipt by us of an acceptance of the offer/tender from the other party within the term imposed by us.

4.3. If an acceptance by the other party is deviating from our offer/tender, than this shall be deemed to constitute a new offer/tender of the other party and as a rejection of our entire offer/tender, also if the deviation only concerns minor points.

4.4. Orders accepted, (additional) arrangements made or changes and/or promises made orally or in writing by our personnel, representatives, salesmen or other intermediaries after the agreement shall not be binding, unless confirmed by us in writing to the other party.

4.5. We shall be authorised to make use of third parties for a correct execution of the agreement, the costs of which shall be charged to the other party in conformity with the list of prices provided. Where possible we shall inform the other party about this beforehand.

Clause 5 Changes

5.1. If during the execution of the agreement circumstances occur that (threaten to) hinder a proper execution of the agreement, the measures necessary to realise an uninterrupted progress of the execution shall be taken in mutual consultation.

5.2. If a change in the agreement, including the delivery of a new/changed version of the product, implies extension of the work activities to be carried out by us, the resulting additional costs to a maximum of 20% of the time spent up until that moment shall only be for our account if the extension is due to circumstances that we were or should have been aware of at the time of the conclusion of the agreement.

Clause 6 Replacing goods

6.1. In the case serious circumstances necessitate us to deliver goods that are different from what has been agreed upon we shall be authorised to do so, provided that the differences in question do not involve any reduction in quality.

6.2. The delivery of alternative, but at least equivalent goods shall not entitle the other party to claim damages and/or termination or to suspend its obligations towards us.

Clause 7 Price

7.1. The prices listed by us in the list of prices are gross prices, without any applicable discount having been taken into account. The prices listed by us in a tender are net prices, inclusive of any applicable discount. In addition the prices listed (in the list of prices and in the tender) are exclusive of turnover tax, costs of delivery, costs of service and other charges of the authorities and/or third parties with respect to the sale and/of delivery and/or the execution of the agreement; they have been based on delivery ex our warehouse/company, except where agreed upon otherwise in writing.

7.2. The prices listed by us are in euros or any other currency agreed upon by us in writing; any exchange rate differences shall be at the risk of the other party, unless agreed upon otherwise in writing.

7.3. The prices listed by us have been based on the exchange rates, purchase prices, wages, salary costs, social security and government charges, costs of freight, insurance premiums and other costs applying at the time of the offer/tender, or at the time of the conclusion of the agreement and on execution of the agreement in normal circumstances.

7.4. We reserve the right to charge the other party a proportional increase in price if one or more price-determining factors, included labour wages, premiums, materials and exchange rate changes, gives rise to this after the conclusion of the agreement.

7.5. The provision of 7.4. shall also apply if the changes in the price-determining factors mentioned there are the consequence of circumstances that could already been foreseen at the time of the conclusion of the agreement.

7.6. If the application of clause 7.4 leads to a price increase of 10 % or more and if that price increase does not result from law, the other party shall have the right to terminate the agreement by means of a registered letter, within one week after we have notified our intention to raise the price agreed upon. This right shall become null and void if the other party fails to terminate the agreement in the prescribed manner within one week. If the other party is a consumer, the provisions of mandatory law for purchase by consumers of Book 7 of the Dutch Civil Code shall apply.

7.7. If circumstances for which the other party can be blamed occur that lead to costs for us, the other party shall be obliged to reimburse such costs to us.

7.8. If not agreed upon otherwise explicitly in writing, the costs of delivery, of service, the costs for instruction and training of users, as well as the costs of loading and unloading, forwarding/transportation or storage of the materials made available by the other party as well as costs for materials that do not belong to our regular equipment, shall never have been included in our prices.

Clause 8 Delivery

8.1. Terms and/or dates of delivery listed shall never be strict deadlines, unless agreed upon otherwise in writing.

8.2. If we cannot be blamed for the excess of the term of delivery, the other party shall never be able to claim any damages or termination of the agreement.

8.3. The terms and/or dates of delivery listed have been based upon the work circumstances applying at the time of the conclusion of the agreement and on the information known to us and on timely supply of the materials and/or parts ordered by us for the execution of the agreement.

8.4. Unless agreed upon otherwise in writing, delivery shall be ex our warehouse/company and at the points of time stated by us, which points of time shall be notified by us to the other party timely and, where possible, in consultation with the other party. The other party shall be obliged to take receipt of the good(s) delivered by us at the point of time determined, failing which all costs resulting from this (inclusive of costs of storage, freight and parking) shall be for the account of the other party in conformity with the tariff applying at our location or locally.

8.5. We shall be entitled to deliver in partial deliveries. In that case we shall always list the point of time of delivery for each partial delivery. The provisions of clause 8 shall apply, mutatis mutandis, to partial deliveries.

8.6. The risk of the good shall pass on to the other party at the moment of delivery ex warehouse, even if the title to the good has not yet been transferred by us.

Clause 9 Transport

9.1. Unless agreed upon otherwise in writing, the transportation/forwarding shall be done for the account and at the risk of the other party.

9.2. The manner of transportation/forwarding as well as the manner of packaging of the products shall be determined by us.

Clause 10 Payment

10.1. Unless agreed upon otherwise in writing, payment by the other party shall be made within fourteen days of the date of the invoice. This term shall be a strict deadline, and the other party shall be in default upon expiration of the term. Any setting off against claims that the other party states to have on us is excluded.

10.2. In the case of failure to pay within the term mentioned in 10.1, a contractual interest shall be due that is equal to an interest percentage of 1.5 % a month, while any part of a month

shall be considered to be a full month, starting from the first day after expiration of the payment term mentioned in 10.1.

10.3. In the case of failure to pay within the term mentioned in clause 10.1 the other party shall owe costs of collection. The extra-judicial costs of collection are determined to be 15 % of the amount due, with a minimal amount of € 50, -.

10.4. Payments made by the other party shall always be used first to pay all interests and costs due and subsequently as payment of the claims from the agreement outstanding for the longest time, even if the other party notifies that the payment regards payment of another claim.

10.5. The other party shall not have the right to refuse or suspend performance of its payment obligations on the basis of alleged defects in the product or for any other reason.

10.6. In the case of liquidation, insolvency, application of bankruptcy or a moratorium of/for the other party, our claims on whatever account shall be immediately payable by the other party.

10.7. We shall at all times have the right to require the provision of security in whatever form by the other party for its performance of its obligations resulting from the agreement. If the other party fails to comply with our request to provide security, we shall have the right to terminate the agreement or to suspend performance of our obligations.

Clause 11 Suspension and right of retention

11.1. We shall be authorised to suspend our performance (including also future partial deliveries) if the other party fails to perform one or more of its obligations or if circumstances that have come to our knowledge give us good reason to fear that the other party will not perform its obligations, except if any derogating provisions of mandatory law apply.

11.2. If the other party - in spite of a written reminder containing a payment term of minimally seven days - fails to perform its obligations fully or partially, we may exercise the right of retention with respect to all goods and money of the other party to which the execution of the agreement relates. In addition we may sell the aforementioned goods and deliver them to a third party and deduct the proceeds from outstanding invoices. In that case the other party shall not be allowed to exercise any right with respect to delivery any longer.

Clause 12 Guarantee

12.1. We guarantee that the product will comply with that which has been agreed upon during a period of 18 months of the date of delivery to the user of the product, with a maximum of 24 months after delivery to the other party. The period of guarantee shall therefore always expire 24 months after delivery to the other party.

12.2 In the event of defects of the product the guarantee given in 12.1 shall not apply if the defects in question result from normal wear and tear, wrong use or inexpert treatment, abuse, use in contravention of the instructions given by us, negligence, accidents, non observance of maintenance instructions and/or the absence of normal maintenance care or if the product has been repaired or modified without our prior written permission, or if used for other purposes than the normal intended purposes.

12.3 Our obligations under the guarantee as given in 12.1 shall not extend beyond the repair or replacement of the product or any part thereof free of charge; this at the discretion of us and within a fair term to be determined by us.

12.4. Costs of transport, including the time needed by us or a designated agent to visit the other party (at the request of the other party), incurred within the framework of the invocation of the guarantee shall be for the account of the other party.

12.5. The other party shall be obliged to give us the opportunity, at our request, to have an expert to be designated by us, carry out an examination following its invocation of the guarantee, failing which the guarantee shall have become null and void. The assessment of this expert shall be binding on both parties. The costs of the aforementioned assessment shall be for the account of the other party if its invocation of the guarantee proves to be ungrounded. If the invocation of the guarantee proves to be justified, the costs of the assessment shall be for our account.

Clause 13 Retention of title

13.1. Products delivered and or to be delivered by us shall remain our property until the other party has paid our claims resulting from the agreement, as well as the claims on account of failure to perform the agreement in question.

13.2. The other party shall not be allowed to alienate, grant a right of pledge or any other right to, the goods delivered under retention of title to any third party, except within the framework of its normal conduct of business.

13.3. The other party shall be obliged to keep custody of the goods delivered under retention of title with due care and clear marked as being our property.

13.4. If the other party fails to perform its payment obligations towards us or if we have good reasons to fear that it will fail to perform those obligations, we shall be entitled to take repossession of the goods delivered under retention of title. The other party shall be obliged to fully cooperate in this, failing which the other party shall owe us an immediately payable fine of 10% of the total amount it is owing to us.

13.5. The other party shall be obliged to insure and keep insured the goods delivered under retention of title against fire, damage as a result of an explosion or caused by water, as well as against theft and to hand over the policy of such insurance to us for inspection.

13.6 The retention of title shall not become null and void in the case of payment by a third party.

13.7. In addition the other party shall be obliged at our first request to do so:

a. To pledge all claims of the other party on insurers with respect to goods delivered under retention of title to us in the manner prescribed in section 3:239 of the Dutch Civil Code;
b. To cooperate also in other ways in reasonable measures we wish to take to protect our title with respect to goods that do no hinder the other party in the normal conduct of its business in an unreasonable manner.

13.8. We shall not be obliged to indemnify the other party for liability as the party holding the goods.

13.9. The other party shall indemnify us for all claims from third parties that may be related to the retention of title.

Clause 14 Force Majeure

14.1. If an event of force majeure delays or prevents the execution of the agreement both we and the other party shall be authorised to terminate the agreement in writing, without the other party being entitled to any damages, except to the extent to which we would benefit from such a termination which benefit we would not have had in the case of proper performance of the agreement.

14.2. Force Majeure shall also be deemed to include every circumstance through no fault of us that prevents a normal execution of the agreement.The following shall in any case be deemed to be circumstances yielding an event of force majeure: loss, damage and/or delay during and caused by transportation, extreme absenteeism and unorganised strikes by personnel, actions/measures of the customs, inclusive of the (temporary) closure of certain geographical areas, fire and other serious interruption in the conduct of our business or that of our suppliers and national disasters.

Clause 15 Liability

15.1 Without prejudice to clause 12 of these general conditions we shall never be liable for direct and/or indirect damage/losses, unless resulting from wilful intent or gross negligence on the part of one or more executives, being members of the Board of Directors.

15.2. If we, in spite of clause 15.1, are liable for any damage or losses, our liability shall always be limited to direct damage to goods or persons and shall never include any business losses or other consequential losses, including the loss of income. The aforementioned direct damage/loss shall exclusively be understood to include:
a. Reasonable costs incurred by the other party to have our performance meet the requirements of the agreement. Such damage, however, shall not be compensated for if the other party has terminated the agreement;
b. The costs incurred by the other party for being necessitated to keep its old systems or systems and all facilities related to it/them operational for a longer period because of our failure to deliver on a date of delivery agreed upon in a manner binding on it, under deduction of any costs savings as a result of the delayed delivery;
c. Any reasonable costs incurred to determine the cause and extent of the damage/loss, in as far as such determination relates to any direct damage/loss within the meaning of these conditions;
d. Any reasonable costs incurred to prevent or limit damage/loss, in as far as the other party proves that such costs have led to a limitation of direct damage/loss within the meaning of these general conditions.

15.3. If we, in spite of the provisions of clause 15.1., are liable for damage/loss, our liability shall in addition be limited to the price for which the other party has bought the good that caused the damage/loss, or the amount paid by the other party for the assignment.

If a final and binding court decision determines the provisions of 15.3 to be unfair, the liability shall be limited to that damage/loss and maximally to those amounts for which we are insured or should have been insured in all fairness in view of the customary insurance in the branch.

15.5. The provisions of 15.2, 15.3 and 15.4 shall only apply in so far as our liability pursuant to law or the agreement (including the provisions of these general conditions) has not already been limited further than would follow from the mere application of the aforementioned clauses.

15.6. If the other party is the consumer, the legal provisions shall apply to our liability.

Clause 16 Indemnification

16.1. The other party shall indemnify us for all damage/losses suffered by a third party as a consequence of the use of products delivered by us to the other party.

Clause 17 Complaints

17.1. The other party shall be obliged to inspect the product as soon as it has been received by it and to establish whether it is in order or whether the work activities have been carried out in conformity with the assignment.

Any complaints, both those with respect to the good delivered by us or with respect to work carried out by us or regarding amounts of invoices shall be submitted to us in writing within fourteen working days after receipt of the goods or the carrying out of the work activities or the receipt of the invoice, with accurate listing of the facts to which the complaint relates.

17.3. If it is not possible in all fairness to discover the defect within the term mentioned above, the other party shall submit its complaint to us in writing forthwith (after it has or should have discovered the defect) but ultimately within one year after receipt of the goods, or the carrying out of the work activities or the receipt of the invoice.

17.4. Any small derogations or derogations that are customary in the branch and differences in quality, number, dimension or finishing, as well as differences in the execution of the work activities, can never by a ground for complaints.

17.5. Complaints with respect to a certain good or with respect to certain work activities shall not prejudice or affect the obligations of the other party with respect to other products or parts of the agreement.

17.6. If we replace parts of a good or if we replace a good fully, we shall become the owner of the part to be replaced or the product to be replaced

Clause 18 Termination

18.1. If the other party fails to perform any (payment) obligation resulting from any agreement with us, or fails to do this timely or properly, in spite of reminders to do so containing a fair term, as well in the case of any (application for) a moratorium, bankruptcy, guardianship

order or liquidation of the enterprise of the other party, we shall be entitled to terminate the agreement fully or partially by a mere written notification without any judicial intervention and without any notification of default being required.

18.2. Mutual claims shall become immediately payable as a result of termination. The other party shall be liable for the damage/loss suffered by us, consisting of, amongst other things, interest, loss of profit and costs of transportation.

18.3. If the provisions of clause 18.1 apply in a concrete case and if the other party has a benefit it would not have had in the case of proper performance, we shall be entitled to compensation for damage/loss consisting of the amount of that benefit.

Clause 19 Intellectual property rights

19.1. All rights of intellectual or industrial property with respect to all software, equipment or other materials such as analyses, designs, documentation, reports, tenders as well as preparatory materials for this, developed or made available pursuant to the agreement shall lie exclusively with us or our licensors. The other party shall only obtain the rights of use and the authority granted explicitly in these conditions or otherwise and for the remainder it shall not multiply or copy, show to third parties and/or make available to third parties or use in any other manner the software or other materials.

19.4 This clause shall also remain effective after the termination or expiration of the agreement.

Clause 20 Confidentiality

20.1. All confidential information shall be treated confidentially by the other party and by us and shall not be disclosed to any third party without the prior written permission from the other party.

20.2. Confidential information shall only be allowed to be disclosed by one of the parties to those employees who in all fairness need to take cognisance of the confidential information. The same obligations as those resulting from this clause 20 shall be imposed by the disclosing party on the aforementioned employees.

20.3. Neither the other party nor we shall use the confidential information for any other purpose than for the purpose for which it was made available nor shall we or the other party apply it in any other manner than as instructed.

20.4. This clause shall not apply if the confidential information:

a. Was already in the possession of the receiving party before it received the confidential information from the disclosing party;
b. Is part of the public domain on the date of its disclosure or becomes part of the public domain afterwards, otherwise than as a result of the receiving party making that confidential information available;
c. Is received by the disclosing party from a third party, without the disclosing party having had any influence on this;
d. Must be disclosed pursuant to a court order.

20.5. This clause shall remain effective also after termination or expiration of this agreement.

20.6 In the case of non-performance of one or more obligations from this clause the other party shall forfeit an immediately payable penalty of € 5,000,-- for each non-performance and for each day that such non-performance continues. This penalty is without prejudice to the right to claim full damages in conformity with the legal provisions.

Clause 21 Disputes and applicable law

21.1. All agreements to which these conditions apply fully or partially shall be governed by Dutch law.

21.2. The provisions of the Vienna Sales Convention shall not apply, and neither shall any future international arrangement concerning the sale of movable goods, the application of which can be excluded by parties, apply.

21.3. All disputes resulting from tenders/offers and agreements, whatever called, shall be submitted exclusively to the competent court in 's-Hertogenbosch, the Netherlands.

21.4. In the event of (the threat of) a dispute we shall have the right to have one or more experts carry out an assessment at the location of the other party.