

## 1. GENERAL

(a) These Terms and Conditions shall apply to all contracts for goods sold or work done by Logic-X B.V. (hereinafter referred to as "Logic-X ") and purchased by any customer (hereinafter referred to as "Customer").

(b) These terms and conditions shall constitute the whole agreement between Logic-X and its Customers and may not be modified or varied unless specifically accepted by Logic-X in writing.

(c) Each order received and accepted by Logic-X will be deemed to be a separate Contract to which these conditions of sale shall apply.

## 2. Definitions

(a) In these terms and conditions, the following terms are used in the sense given below, unless explicitly indicated otherwise. **Bribery**: means any payment, offer, or promise to pay, or authorisation to pay or provide anything of value, directly or indirectly, whether in the public or private sectors, to obtain an improper personal or business advantage.

**Corruption**: means any activity that involves the abuse of position or power for an improper personal or business advantage, whether in the public or private sectors, and includes the receiving, acceptance, offer, payment or authorization of bribes.

**Parties**<sup>TM</sup>: means both Logic-X and Customer together. **Sanctioned Person**<sup>TM</sup>: means any person, organisation or vessel designated on any sanctions list maintained by the United Nations

(the **UN**), the European Union (**EU**), the United Kingdom (**UK**), the United States (**US**) or on any list of targeted persons issued under the Trade Laws of any other country;

(ii) that is, or is part of, a government of a Sanctioned Territory;

(iii) owned or controlled, directly or indirectly, by, or acting on behalf of, any of the foregoing;

(iv) incorporated within, located within or operating from a Sanctioned Territory and subject to any Trade Laws; or

(v) otherwise targeted under any Trade Laws. **Sanctioned Territory**<sup>TM</sup>: means any country or other territory subject to measures, relating to, but not limited to a general export, import, financial or investment restriction under Trade Laws. **Trade Laws**<sup>TM</sup>: means any laws, regulations, or other binding measures of the UN, the EU, any EU member state, the US or any other jurisdiction applicable to the Parties which relates to economic or trade sanctions, export controls, non-proliferation, anti-terrorism or similar restrictions.

## 3. PRICES AND ORDERS

(a) Quotations are made by Logic-X upon Customer<sup>TM</sup>s request but there is no obligation for either party until Logic-X accepts the Customer<sup>TM</sup>s order.

(b) Ordered products and/or services are non-cancellable and non-returnable, except under warranty service.

(c) Logic-X reserves the right to increase the price of goods agreed to be sold in proportion to any increase of costs to Logic-X between the date of acceptance of the order and the date of delivery or where the increase is due to any act or default of the Customer, including the cancellation or rescheduling by the Customer of part of any order.

(d) Logic-X reserves the right (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery in the event of any of the Customer's commitment with Logic-X not being met. Such cancellations will incur a fee, in proportion to the value of the order.

(e) Logic-X reserves the right (without prejudice to any other remedy) to cancel any order or to suspend delivery in the event of not being granted an export license for any part of the order. Such cancellations will incur a fee, in proportion to the value of the order. No orders will be accepted from customers listed in the embargoed countries for the Strategic Export Control. (See <http://www.exportcontrole.ez.nl>)

#### **4. DELIVERY**

(a) Any delivery date quoted is only an estimate and not of the essence. Logic-X accepts no liability and responsibility for any delay in delivery or failure to deliver.

(b) Delivery of the Goods to a carrier for transmission to the Customer or the prior delivery of the Goods to the stipulated place of delivery shall constitute delivery to the Customer and the risk therein shall, upon such delivery pass to the customer.

(c) If the goods are not received by the Customer within seven days from the date of the relevant invoice, the carrier and Logic-X must at once be informed.

(d) Unless otherwise agreed in writing, Logic-X shall be entitled to make partial deliveries or deliveries by instalments and the terms and conditions herein contained shall apply to each partial delivery.

(e) Deviations in quantity of the Goods delivered (representing not more than 10% by value) from that stated in the Contract shall not give the Customer any right to reject the Goods or to claim damages and the Customer shall be obliged to accept and pay at the Contract rate for the quantity of goods delivered.

(f) The customer shall not delay any requested delivery times stated in the Contract without the prior written agreement of Logic-X.

#### **5. PAYMENT**

(a) All prices and charges quoted by Logic-X are exclusive of VAT unless otherwise stated.

(b) Payment for the goods or services is due on delivery unless otherwise stated or prior agreement or credit given by Logic-X to the Customer. Logic-X therefore shall not be under any obligation to supply the goods until payment has been received. In the event of Logic-X having despatched the goods to the Customer and discovering payment has not been made then interest at 1.5% per month will be charged on any outstanding amount from said due date of payment until payment is made in full, such interest to accrue on a

daily basis.

(c) In the event that a credit account is approved, payments must be made within thirty days from the date of invoice. Failure to comply will result in interest being charged at 1.5% per month.

## **6. RISK**

(a) Notwithstanding that property in the goods has not passed under Clause 6 hereof; the risk of loss or damage to the goods shall pass to the Customer on delivery.

## **7. RESERVATION OF TITLE**

(a) Absolute property in the goods shall remain in Logic-X until:

1. Logic-X has received payment in full of the price and any additional sums due under which the Goods are supplied, and

2. No other sums whatever shall be due from the Customer to Logic-X.

(b) For these purposes, Logic-X has only received a payment when the amount of that payment is irrevocably credited to its account.

(c) Subject to Clause 6(a) Logic-X shall retain title to the Goods where the Goods have been attached to any other product not owned by Logic-X provided the Goods are readily identifiable or separable from the resulting composite or mixed product.

(d) If the Customer (who shall in such case act on his own account and not as agent for Logic-X) shall sell the Goods prior to making payment in full for them, the beneficial entitlement of Logic-X therein shall attach to the proceeds of such sale or to the claim for such proceeds.

(e) The Customer shall store any Goods owned by Logic-X in such a way that they are clearly identifiable as Logic-X's property, and shall maintain records of them identifying them as Logic-X's property. The Customer will allow Logic-X to inspect these records and the Goods themselves upon request.

(f) In the event of failure by the Customer to pay any part of the price of the Goods, in addition to any other remedies available to Logic-X under these terms and conditions or otherwise, Logic-X shall be entitled to repossess the Goods. The Customer will assist and allow Logic-X to repossess the Goods as aforesaid and for this purpose admit or procure the admission of Logic-X or its employees and agents to the premises in which the Goods are situated.

## **8. RETURN/CANCELLATION OF GOODS**

(a) Goods incorrectly ordered (either as to type or as to quantity) by the Customer will NOT be accepted for return/cancellation by Logic-X unless prior approval to such return/cancellation has been given by Logic-X, such approval to be given at the sole discretion of Logic-X and, if given, will be subject to a 50% restocking fee to cover materials, operational, inventory and administrative fees.

(b) In the case of any damage to Goods in transit, the Customer must notify Logic-X within 3 (three) days after delivery. Logic-X shall not be required to replace any Goods damaged in transit and the Customer shall be obliged to pay for them, if the Customer

does not comply with this notification requirement.

## **9. WARRANTY**

(a) Logic-X warrants that all Logic-X manufactured Goods sold will be free from defects in materials and workmanship for a period of at least twenty four months after delivery ("The Warranty Period"). Logic-X's original invoice number under which the defective goods supplied must be quoted for this purpose.

(b) The said warranty is contingent upon the proper use of the Goods by the Customer and does not cover any part of the Goods which has been modified without Logic-X's prior written consent or which has been subjected to unusual physical or electrical stress or on which the original identification marks have been removed or altered. Nor will such warranty apply if repair or parts required as a result of causes other than ordinary authorised use including without limitation accident, hazard, misuse or failure of fluctuation of electric power, air conditioning, humidity control or other environmental conditions.

(c) Logic-X products which are found to be defective when returned prepaid to Logic-X within the warranty Period may be repaired or replaced at Logic-X's discretion. Logic-X's warranty covers parts, labour and return shipping.

(d) Logic-X makes no warranty of fitness for a particular purpose. Logic-X products are not authorised for use as critical components in life support devices or systems without the express written consent of the Managing Director of Logic-X.

(e) Any software comprised in the Goods is supplied subject always to the manufacturer's/original supplier's standard terms and conditions as contained thereon and delivered therewith and Logic-X shall not be responsible or liable in any respect with regard thereto. Logic-X does not warrant the intellectual content to be free from errors.

## **10. LIABILITY**

(a) No liability will be accepted by Logic-X in respect of damage to or shortage of Goods. Logic-X shall also have no liability in respect of damage or shortages caused by the acts or omission of the Customer or of others or by causes beyond the control of Logic-X.

(b) Logic-X's liability to the Customer in respect of defects in the Goods shall only be limited to the obligations of replacement under the terms of Clause 9. Logic-X shall have no other liability whatsoever to the Customer.

## **11. REPAIR POLICY**

(a) Logic-X will attempt to repair or replace (at Logic-X's sole discretion) all hardware manufactured by, or for Logic-X. Hardware is considered out of warranty if:

1. The Standard 24-month warranty period has expired.
2. Upon investigation, it is found that damage has been caused through mishandling or excessive mechanical, thermal or electrical stress.

(b) The customer may contact Logic-X requesting a Returned Material Authorization ("RMA") Order Number and instructions on where to ship the defective Hardware.

(c) The customer must package the Hardware authorized on the RMA Order using

commercially acceptable material and packing methods and arrange for shipment to Logic-X, at the customer's expense, within thirty days of the issuance of the RMA Order Number. All Hardware sent to Logic-X for Repair services must include the following:

1. A copy of the RMA Order Form supplied by Logic-X (recommended);
2. A full text description of the defect(s) or malfunction(s); and
3. Each unit must be clearly marked with Logic-X's RMA order number, its product identification (model or part number), and its serial number.

(d) Upon receipt of the defective Hardware and required accompanying documentation, Logic-X will arrange for the Hardware to be inspected and diagnosed and, if found to contain faulty components, repaired or replaced within two weeks of receipt of Hardware. All mandatory design changes and updates will be applied during the Repair process.

1. If the hardware is out of warranty the customer will be contacted and informed of any charges before repair is carried out. The cost of repair will be assessed on an individual basis and will include cost of replacing components and engineering labour at EUR70 per hour.

2. Logic-X will return repaired or replaced Hardware to the customer's designated location identified on the RMA Order within two weeks of receipt of hardware. If this is not possible the customer will be contacted and a later delivery date will be arranged.

3. Repaired or replaced Hardware will be billed to the customer at the then current rates for any services provided and not covered by Logic-X's warranty.

(e) Hardware that is reported as defective and is found to be free of defects will be returned to the customer and the customer will be charged a No Fault Found ("NFF") fee, in addition to all other applicable charges for services provided, regardless of the Hardware's Warranty status.

(f) Hardware that is not repairable to Logic-X standards will be decommissioned by Logic-X, or returned to the customer, per customer instruction, and the customer may be charged for the inspection and diagnosis of the Hardware in addition to all other applicable charges for services provided.

## **12. FORCE MAJEURE**

Logic-X shall not be under any liability of whatsoever kind for non-performance in whole or in part of its obligations under the Contract due to causes beyond the control of either Logic-X or its suppliers including, but not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, acts of the Customer or a third party, failure or delay in transportation, acts of any Government or any agency, or subdivision thereof, Government regulations, judicial actions, labour disputes, strikes, embargoes, illness, accident, fire, explosion, flood, tempest or other acts of God, delay in delivery to Logic-X or its suppliers or shortage of labour, fuel raw materials, or machinery or technical failure. In any such event Logic-X may, without liability, cancel or vary the terms of the Contract including, but not limited to, extending the time for performing the Contract for a period of at least equal to the time lost by reason of such event.

## **13. NOTICES**

Any Notice to be given hereunder shall be in writing and shall be deemed to have been duly given if sent or delivered to the party concerned at its address specified on the invoice or such other addresses as that party may from time to time notify in writing and

shall be deemed to have been served, if sent by post, 48 hours after posting.

#### **14. EFFECT OF LEGISLATION**

The unenforceability or invalidity of any clause or sub-clause of these Conditions will not affect the enforceability or validity of the remainder and if any of these Conditions or any part of them is rendered void, voidable or unenforceable by any legislation to which it is subject, it will be void, voidable or unenforceable to that extent and no further.

#### **15. INTELLECTUAL PROPERTY**

The customer agrees to preserve the Intellectual Property Rights (IPR) of Logic-X and its suppliers as governed by the license agreement delivered along the goods, at all times and that no contract for the supply of goods involves loss of IPR by Logic-X, or its suppliers, unless the contract expressly offers said IPR as part of the contract.

#### **16. BRIBERY AND CORRUPTION**

Customer represents and warrants in connection with the business to be conducted under these terms and conditions and any agreement between Logic-X and Customer that it has not participated in or had any involvement, and will not in the future participate in or have any involvement, in bribery or corruption in any form, directly or indirectly, and that it will not violate or cause Logic-X or other third parties to violate any applicable anti-bribery or anti-corruption laws and regulations of any jurisdiction. Customer shall immediately inform Logic-X of any pending investigations related to bribery or corruption against Customer. Customer shall also immediately inform Logic-X if it becomes aware of any involvement of the Customer in bribery and/or corruption-related matters in the past. Customer will ensure that its officers, directors, employees and agents have the proper skills, training and background necessary to comply with all applicable anti-bribery, anti-corruption laws and regulations in connection with its performance under any agreement between Logic-X and Customer. Customer will ensure that all obligations under this clause be passed on to any third party that Customer contracts or uses in its performance of any agreement between Logic-X and Customer, or that takes over any obligation, or part thereof. Customer's failure to comply with any provision of this clause can be ground " subject to the sole discretion of Logic-X " for immediate termination of any agreement between Logic-X and Customer by Logic-X without any prior notification. In the event of such termination, Logic-X shall be under no further obligation resulting from such agreement and Customer shall indemnify Logic-X from any direct and indirect damages, claims, penalties or other losses resulting from that breach. In addition, Logic-X shall be entitled to any other remedies available at law or in equity. The terms and conditions of this clause, and any other provisions containing the Customer's representations and warranties, shall survive any expiration or termination of such agreement.

#### **17. TRADE LAWS**

Customer shall ascertain and comply with all applicable obligations and restrictions arising out of and following from Trade Laws. The Customer shall not have any direct or indirect dealings or transactions with any Sanctioned Person (including in respect of any further sale or delivery of the Goods) in relation to any transaction, whether directly or

indirectly, with Logic-X. Customer's failure to comply with any provision of this clause can be ground " subject to the sole discretion of Logic-X " for immediate cancellation any agreement between Logic-X and Customer by Logic-X without any prior notification. In the event of such cancellation, Logic-X shall be under no further obligation resulting from such agreement and the Customer shall indemnify Logic-X from any direct and indirect damages, claims, penalties or other losses resulting from that breach. Logic-X shall be entitled to any other remedies available at law or in equity. The terms and conditions of this clause, and any other provisions containing the Customer's representations and warranties, shall survive any expiration or termination of such agreement. Customer will ensure that all obligations under this clause be passed on to any third party that Customer contracts or uses in its performance of any agreement between Logic-X and Customer, or that takes over any obligation, or part thereof.

## **18. LAW**

These terms and conditions and any agreement between Logic-X and Customer shall be exclusively governed by Dutch law. This choice of law shall equally apply to any non-contractual claims between Parties. Any and all disputes between Logic-X and Customer will be settled exclusively by the competent court in Amsterdam, the Netherlands. Parties shall only refer the matter to the court if they have done their utmost to solve the dispute in mutual consultations. Without prejudice to any right of immediate cancellation or termination pursuant to this Agreement, Parties shall immediately give notice in writing to the other party of any dispute, controversy or claim arising out of or in connection with the Agreement, including the validity, breach, amendment or termination thereof. No action can be brought arising out of any contract more than 12 months after the completion of the contract.

## **19. WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT (WEEE)**

Logic-X will ensure that any end of life product(s), received with prior notice, will be processed in the "best available technique". Logic-X should be informed that the product(s) are being sent back and the shipment will be made at the customer's expense. This offer is limited to products that have been explicitly manufactured by Logic-X. It does not include any computers, power supplies or housings etc., that have been obtained from other third parties for use with Logic-X equipment. Logic-X reserves the right to amend this policy without further notice.

## **20. HEADINGS**

The headings of these conditions are for convenience only and shall have no effect on the interpretation thereof. Â