

General terms and conditions of sale and service Axon Digital Design B.V. and Axon Digital Ltd.

Article 1: General.

1. These terms and conditions apply to all offers made by Axon Digital Design B.V., and Axon Digital Design Ltd. hereinafter to be referred to as: "Axon", and all agreements concluded by Axon with the customer regarding the sale of goods and/or software or the making available of goods, services and/or software in another way. Varying stipulations will only be binding on Axon after written approval on its part and only with respect to the agreement to which the approval relates.
2. Employees or auxiliary persons of Axon may not agree stipulations that deviate from these terms and conditions other than pursuant to a written power of attorney, to be granted separately for each agreement.
3. Axon does not accept the customer's reference to its own terms and conditions, unless such was agreed in writing in each separate case.
4. Our terms and conditions refer to the most recent version of the Incoterms, to the extent that one of our terms and conditions is stated therein.
5. Any loan and/or demonstration material that Axon makes available to the customer will be subject to Axon's Demonstration & Loan Policy). This Policy is part of these terms and conditions and can be retrieved from the Axon website (www.axon.tv) has been attached to these terms and conditions.
6. "Customer" in this agreement means: the person, firm or company who purchases Products and/or Services from Axon.

Article 2: Offers, formation and amendment of the agreement.

1. Any images, drawings, technical specifications and other information, whether or not included in prospectuses, catalogues, circular letters, advertisements or price lists made available by Axon to the customer before, with or after the offer or order confirmation will have the nature of an approximation. Data derived from them are only binding if that has been explicitly agreed in writing.
2. If offers or order confirmations are based on information, drawings, etc. provided by the customer, Axon may assume that such information is correct.
3. Amendment of the agreement, including a change to the agreed price (arising from the amendment) can only take place in writing.
4. All rights with respect to offers, order confirmations, agreements and any calculations, models, technical and other designs, descriptions, technical and other drawings, sketches, diagrams, and other, whether or not electronic, data or data collections, whether or not included therein, stay property of Axon.
5. Documents or data (collections) made or published by or via Axon as referred to in paragraph 4 of this article remain inalienable property of Axon and may not, in any form, be provided to third parties for inspection or made available, for no consideration or otherwise, whether or not already in use, or be published in any other way without the prior written consent of Axon or the designer.
6. Documents or data (collections) as referred to in paragraph 5 of this article must be returned in full and undamaged on Axon's demand; if an agreement is not formed, they must be returned with immediate effect.
7. If the customer acts in violation of the provisions of paragraphs 5 or 6 of this article, it will pay Axon, without any notice of default being required, an immediately payable sum of EUR 5,000 that is not open to discount or set off by the customer, for each violation, without prejudice to Axon's right to demand additional compensation besides the above penalty.

Article 3: Prices and invoicing.

1. For UK and the Netherlands deliveries all prices are fixed, delivery will take place DAP (Delivered at Place) exclusive of VAT and other taxes and carriage paid to a delivery address in the Netherlands or the United Kingdom therefore including freight, insurance and packaging costs, unless agreed otherwise in writing.
2. For deliveries outside the Netherlands and the United Kingdom all prices are fixed, exclusive of VAT and other taxes and take place FCA (Free Carrier). Axon can arrange for the transport (excluding insurance) in which case all costs will be separately invoiced to the customer.
3. The customer bears the risk of an incorrect statement of its VAT number, regardless of whether it made such statement itself.
4. Prices, costs or fees stated by Axon, hereinafter to be referred to as: prices, are based on the prices, foreign currency rates, insurance premiums, wages, freights, and similar factors that applied at the time of statement. If one or more of the above factors undergo changes after the offer has been made, Axon will be entitled to change the agreed price accordingly.
5. Axon reserves the right to send interim invoices.

Article 4: Payment.

1. In case the customer is unable to provide enough security for future payment, Axon can decide to request additional security or pre-payment.
2. The customer is obliged to pay the amount invoiced to it within 30 days of the invoice date into one of Axon's accounts. Unless agreed otherwise in writing.
3. Obligations for the payment of a sum by or to Axon can only be fulfilled in a legally valid manner by payment of a sum in euros (or in GBP in case delivery takes place in the UK) that is converted to the exchange rate of the date on which payment is made.
4. In the event of amendment to the agreement for whatever reason, setoff will take place based on additional and less work, including any related design and drawing work. The costs of more or additional work that must necessarily be performed in order to meet changed general safety requirements or requirements of energy companies will be charged to the customer.
5. Negligence on the customer's part with respect to taking delivery of goods or not giving Axon the opportunity to perform the agreed work will not affect the customer's payment obligation.
6. If the customer has not fulfilled its obligations on the due date, it will be in default with immediate effect and without notice of default being required. In that case, all obligations of the customer vis-à-vis Axon pursuant to all agreements concluded between the customer and Axon will immediately become due and payable.

Article 5. Delivery period

1. Stated delivery periods may never be considered strict deadlines. Axon will not be in default by the mere exceeding of a period, and this does not entitle the customer to terminate the agreement in full or in part. In that case, the customer will not be entitled to compensation. In case of late delivery, Axon must therefore be given written notice of default and be granted a reasonable period for fulfilment. A reasonable period will in any event be the period that is considered reasonable in the line of industry.
2. The agreed delivery period will commence at the latest of the following points in time:
 - a. the day of formation of the agreement;
 - b. the day of receipt by Axon of the data, goods, etc. necessary for carrying out the delivery, to be provided by or on behalf of the customer;

- c. the day of receipt by Axon of the permits or licenses, exemptions and similar decisions obtained by the customer that are necessary to carry out the delivery;
 - d. the day of receipt by Axon of the agreed full or partial payment that must be made upon formation of the agreement;
3. When part of an order is ready, Axon may, at its discretion, either deliver this part at that time or deliver it when the entire order is ready, without prejudice to the other provisions of this article.
 4. If more or additional work is instructed after the agreement has been formed, the delivery period will be extended accordingly, unless agreed otherwise in writing.

Article 6: Delivery, risk transfer and transport.

1. If any material that is required for the performance of the agreement is not available due to circumstances beyond Axon's control, Axon will be entitled to use replacement material that it deems fit for the intended use.
2. After formation of the agreement, without consulting with the customer Axon is entitled to make small changes to the drawings, dimensions, weights and specifications that in its justified opinion will improve the quality of the goods to be delivered and to perform the agreement in amended form. In case Axon suspects the changes to have any impact on the customer, it will inform the Customer of these changes.
3. The customer bears the risk of the goods ordered by it from the time that these are delivered to it. The goods have been delivered to the customer as soon as these have been deposited at the agreed delivery address or have been taken delivery of there by or on behalf of the customer.
4. In any case, the customer will be obliged to examine the delivered goods upon arrival.
5. In the event that the goods are not delivered intact, the customer will inform Axon in writing.

Article 7: Retention of title and right of retention

1. As long as the customer has not paid the full amount of Axon's claim and any additional costs and any claim for compensation on account of the other party's attributable failure or has not provided sufficient security in that respect, Axon retains the ownership of the goods.
2. Ownership passes to the customer as soon as the customer has met all of its obligations as referred to in paragraph 1 of this article.
3. As long as the ownership of the goods delivered by Axon has not yet passed to the customer, the customer will be obliged to take out and maintain insurance against fire and theft in respect of the goods that are Axon's property. Upon request, the customer is obliged to allow Axon to inspect the insurance policy and the proof of payment of the insurance premium.
4. The customer is obliged to immediately notify Axon by telephone of any third-party claims to goods subject to retention of title and to attempts by third parties to get control of goods subject to retention of title or to attach such goods. Furthermore, the customer is obliged to confirm the above notification immediately to Axon in writing.
5. The customer is not entitled to lay claim to costs of safekeeping in respect of any goods delivered by Axon to it.

Article 8: Resale, accession and specification

1. As long as the delivered goods have not yet been paid in full, the customer will not be authorized to resell the goods, deliver them or pledge them or encumber them in any other way or to transfer them to another party or make them available to another party in any other way and by whatever title, whether or not for no consideration and whether or not for use, unless agreed otherwise in writing.
2. Neither will the customer, as long as the goods are still the property of Axon, be authorized to use or treat the delivered goods in such a way that they lose their independence.
3. If the customer forms new goods from or with the delivered goods, these will be goods that Axon forms for itself and the customer will keep these for Axon, while Axon remains the owner of those new goods until the customer has met all of its obligations vis-à-vis Axon.

Article 9: Guarantee

1. Axon guarantees the quality of the goods sold by it in accordance with and under the guarantees laid down in its Repair Policy for the period of one year. The Repair Policy is part of these terms and conditions and can be retrieved from the Axon website (www.axon.tv) Axon gives no further guarantees.
2. The guarantee does not cover defects in materials or parts of the delivered goods, the use of which has been prescribed by or on behalf of the customer or that have been made available to Axon by or on behalf of the customer. Axon will not be liable if goods do not function properly due to a defect in a design, construction or working method prescribed by or on behalf of the customer or an error in a recommendation made available by or on behalf of the customer.
3. Axon's guarantee obligation lapses if:
 - the customer has made changes to, carries out repairs to and/or replaces the delivered goods or has this done by third parties not designated by Axon, unless agreed otherwise in writing;
 - the customer uses the delivered goods for other purposes than their normal use;
 - the customer uses, treats or maintains the delivered goods inexpertly, carelessly or incorrectly or if it does not properly comply with the maintenance schedules;
 - defects were caused by negligence, accidents or normal wear and tear or if these are caused by circumstances of a special nature that Axon, in spite of careful preparation and performance of the work, reasonably could not have foreseen when accepting and/or carrying out the work;
 - defects were caused by faults in or caused by goods that the customer and/or third parties combined with goods delivered by Axon;
 - the customer excessively loads or exposes the delivered goods to extreme circumstances;
 - the customer does not fulfil any obligation vis-à-vis Axon arising from the agreement of any nature whatsoever.
4. The costs of detecting and repairing defects which are not covered by the guarantee given by Axon pursuant to this article will be charged to the customer at the rates that apply at that time.
5. For all Neuron and Cerebrum products, an SLA (Service Level Agreement) is mandatory. Without SLA, the customer is not entitled to any form of support and or guarantee on the products mentioned after the standard warranty period of 12 months.
6. The rights that can be derived from this article by the customer are not transferable.

Article 10: Liability

1. Except in case of an intentional act or gross negligence, Axon is not liable for:
 - a. damage or loss caused to the customer or third parties, including but not limited to trading loss, indirect damage and/or loss or consequential loss;
2. Any liability on Axon's part is limited to:
 - a. the amount paid by Axon's liability insurance. Terms can be provided to the customer upon request

3. A claim for compensation of damage or loss must be submitted to Axon within 1 month at the latest after the customer has discovered the damage or loss or could reasonably have discovered the damage or loss, failing which the right to compensation lapses.
4. The customer indemnifies Axon against all third-party claims. The customer will never bring an action against members of staff of Axon or against third parties engaged by Axon.
5. In all cases in which Axon can invoke the above provisions, any of Axon's employees and auxiliary persons can also invoke them as if these provisions had been stipulated by said employees and auxiliary persons.

Article 11: Complaints

1. Complaints, regardless of whether these relate to deliveries that have been made or that have not been made by Axon or to Axon's invoices, must be submitted to Axon in writing as soon as reasonably possible but in any case within two months of delivery in order to give Axon the opportunity to check the validity and the cause of the complaint/complaints.
2. Complaints will be handled in accordance with the Repair Policy, which forms part of these terms and conditions if they have been submitted with due observance of the provisions of paragraph 1 of this article.

Article 12: Non-attributable failure (force majeure)

1. If after concluding the agreement Axon is temporarily unable to fulfil its obligations due to circumstances through no fault of Axon or beyond the control of Axon, Axon will be authorized to suspend the performance of the agreement for the duration of the inability. Any payment securities provided by or on behalf of the customer must be renewed accordingly.
2. If Axon is permanently unable to fulfil its obligations due to circumstances as referred to above in paragraph 1, each of the parties will be authorized to terminate the agreement fully or partially.
3. The circumstances referred to above will in any event include but not be limited to war, threat of war, uprising, war risk, fire, water damage, flood, strike, sit-down strike, lockout, import and export obstructions, government measures, machinery breakdown, failure of the electricity supply, operational breakdown and the event that Axon's suppliers do not supply it, for whatever reason, it is unable to deliver.

Article 13: Termination

1. Without prejudice to the provisions of Article 4, the agreement is terminated by operation of law, without judicial intervention or notice of default being required, as soon as the customer does not fulfil the obligations arising from the agreement or fails to do so in a timely fashion or in full, is declared insolvent, applies for a provisional suspension of payments or loses the power to dispose of its assets or part thereof due to attachment, a guardianship order or otherwise.
2. As a result of the termination, any existing mutual claims will immediately become due and payable. The customer is liable for all damage and/or loss suffered and to be suffered by Axon.
3. If the customer does not, not in a timely fashion or not properly meet the obligations arising from it from any agreement concluded with Axon referred to in these terms and conditions, as well as in the event of suspension of payments, closing down or liquidation of the business of the customer or his decease, Axon is authorized to terminate the agreement entirely or partially (and to claim back the items delivered by Axon insofar as not yet paid for), without judicial intervention and without notice of default being required, and to claim payment of the part of the agreement performed and to demand advance payment for any further delivery. In these cases, any existing mutual claims will immediately become due and payable. The customer is liable for all damage and/or loss suffered and to be suffered by Axon.

Article 14: Transfer of rights and obligations, setoff and suspension

1. Where a group company is referred to in this article this will mean a group company within the meaning of Section 2:24b of the Netherlands Civil Code.
2. Axon is entitled at all times to transfer its legal relationship with the customer to a group company affiliated with Axon, for which the customer gives Axon its consent if the situation arises.
3. Axon is entitled at all times to set off claims against the customer - for whatever reason and irrespective of whether they are due or not - against claims - for whatever reason and irrespective of whether they are due - that the customer has against Axon or a group company affiliated with Axon. The customer is discharged with regard to Axon or, respectively, Axon or the group company concerned is discharged with regard to the customer for the joint amount of the claims settled in this manner.
4. Axon is entitled at all times to pay amounts that it owes the customer for whatever reason and irrespective of whether they are due, to a group company affiliated with Axon instead of to the customer as payment of its debt to the customer, if and insofar as the group company has any claim, due or not, against the customer, by which payment the claim of the group company against the customer will cease to exist to the joint amount of claims.
5. Axon is entitled at all times to suspend the fulfilment of its obligations towards the customer if it or one of its affiliated group companies has a claim for whatever reason against the customer or a group company affiliated with the customer and irrespective of whether it is due.
6. The customer is prohibited from assigning, pledging or otherwise transferring claims arising from the agreement against Axon or a group company affiliated with Axon to any other party under any title, whether for consideration or not, or to put them at the disposal of another party without Axon's prior written consent.

Article 15: Confidentiality

1. The parties undertake, both before and during the existence of the agreement and after the agreement has ended for whatever reason, not to make any statements to third parties in any way about information relating to business matters of the customer in the broadest sense, including information about regulations, models, drawings, diagrams, designs, data (collections), etc. without the prior written consent of the party whose information is concerned.
2. If the customer acts in violation of the provisions of paragraph 1 of this article, it will pay Axon, without any notice of default being required, an immediately payable sum of EUR 5,000 that is not open to discount or set off by the customer, for each violation, without prejudice to Axon's right to demand additional compensation besides the above penalty.

Article 16: Disputes

1. Dutch law applies exclusively to all agreements concluded with Axon and any further agreements concluded in execution thereof.
2. Any disputes arising from the above agreements will exclusively be settled by the competent court in the District of 's-Hertogenbosch (The Netherlands), without prejudice to the authority of another court with respect to provisional and protective measures or measures to enforce judgment, unless mandatory law prescribes otherwise.