

ALV PriCall (Terms of Delivery PriCall Automation)

Article 1 Definitions

Supplier:	PriCall Automation (a Standard Fasel brand), situated at the Krommewetering 13, 3543 AP Utrecht, The Netherlands;
Customer:	The party which provides the Purchase Order to PriCall Automation;
Purchase Order:	The agreement where in the Customer requests the Supplier to perform works on which these conditions are applicable;
Project Cost:	The total of the by PriCall Automation invoiced amounts, excluding VAT, with respect to this Purchase Order;
P.O. amount:	The Project Cost at completion of the Purchase Order, under normal fulfilment of these works;
Project:	The total of activities, under which the works ordered from the Supplier, required to achieve the result as aimed by the Customer;
Documents:	Each form of information carrier in whatever format;
ALV PriCall:	The conditions described in this document;

Article 2 Law and Arbitration

- 2.1 The Purchase Order shall be governed by and construed in accordance with the Dutch law, independently of the place where the Purchase Order is carried out;
- 2.2 All disputes, controversies or differences which may arise between parties out of or in relation with the Purchase Order, or breach thereof, shall preferably be settled by mutual agreement. If mutual agreement cannot be reached, the disputes, controversies of differences shall be settled by arbitration under authority of the N.A.I. (Nederlands Arbitrage Instituut / Netherlands Arbitration Institute) located at Aert van Nesstraat 25J/K, 3012 CA Rotterdam, The Netherlands;

Article 3 Purchase Order

- 3.1 The Purchase Order contains what is agreed between Customer and Supplier;
- 3.2 In the Purchase Order will, unless otherwise agreed, be stated:
 - nature and scope of the activities;
 - that the ALV PriCall (Terms and Conditions PriCall) are applicable;
 - term wherein the Purchase Order shall be completed;
 - price- and payment conditions;
- 3.3 The Purchase Order shall become effective, when Supplier has confirmed the agreed in writing or a written offer of the Supplier has been accepted in writing within the validity of the offer or the agreed otherwise by parties has been confirmed in writing;
- 3.4 The described in article 3.3 leaves unimpeded the right of parties to demonstrate the existence of the Purchase Order and/or agreed chances therein;
- 3.5 Unless otherwise agreed the Purchase Order will be deemed to be completed when the Supplier notifies to have fulfilled his commitments and the Customer hasn't raised objections in writing within 8 days;

Article 4 Price Conditions and Terms of Payment

- 4.1 All mentioned prices are in EURO, excluding VAT;
- 4.2 Payment shall be made in EURO;
- 4.3 Unless explicitly agreed otherwise payment shall be made within 30 days from invoice date;

Article 5 Change

- 5.1 Customer may, by written request, make reasonable change within the general scope of the Purchase Order. Supplier shall after receipt of a change request forward consequences for cost and/or delivery time.
- 5.2 Changes conform article 5.1 shall be deemed to be accepted conform the described in article 3.3 and 3.4;
- 5.3 Failure of the parties to agree to any adjustment shall be subject to the conditions described in article 2.2;

Article 6 Termination

- 6.1 Supplier can terminate the Purchase Order in case of Force Majeure and in case of Customers default. Further can Supplier terminate at any time because of important reasons;
- 6.2 Supplier although is obliged to limit the consequences for the Customer as much as possible within reasonable efforts under the given circumstances;
- 6.3 Customer is fully liable to compensate the Supplier for all works already performed, including additional cost.
- 6.4 When the Purchase Order is cancelled due to Customers default, Customer is liable for the hereby occurred damage to the Supplier;
- 6.5 At termination by the Customer compensation conform article 6.3 is mandatory;
- 6.6 When termination conform article 6.5 isn't due to Suppliers default, an additional compensation of 10% of the remaining Purchase Order amount is applicable. Notwithstanding can, if reasonable, the Supplier demand the real cost of the damage occurred as consequence of the termination;

Article 7 Force Majeure

- 7.1 Supplier cannot be held responsible for additional cost due to Force Majeure;
- 7.2 In case of Force Majeure, Supplier shall notify the Customer in writing within 8 days of the event occurrence;
- 7.3 Supplier shall, within reasonable time after termination of the Force Majeure, contact the Customer to see how to limit the occurred delay as much as possible;

Article 8 Liabilities

- 8.1 If Supplier is liable towards the Customer, this liability is limited to what is arranged in this article;
- 8.2 Supplier isn't liable for damage, of whatever kind, as consequence of Supplier use of wrong and/or incomplete information provide by or in name of the Customer;
- 8.3 The liability is limited to the direct damage with as maximum the already receipt payment(s) (Project Cost of Purchase Order amount);
- 8.4 Direct damage solely consists of reasonable cost to determine the cause and extent of the damage, as far as the determination relates to the damage in sense of these terms of delivery, the eventual reasonable cost to bring the supply in accordance with the purchase order agreement or made to limit or prevent the damage, as far as the Customer proofs that these cost have resulted in limitation of the direct damage as meant in this general conditions;
- 8.5 From direct damage is at least excluded: company damage, loss of production, loss of turnover and/or profit and value loss of products;
- 8.6 Customer shall, in good contact, provide the Supplier with the opportunity to repair omissions or limit damage, as result of the omission, as much as possible for which the Supplier is liable;
- 8.7 Customer indemnifies Supplier against any claims of third and will compensate Supplier the cost made in connection with defence against such claims of third, in connection

with or derive from works performed by Supplier in connection with this agreement with Customer;

- 8.8 In deviation to the statutory limitation periods is the limitation period of all claims and defences against Supplier and by Supplier involved assistance persons in execution of this agreement, 2 years;
- 8.9 A compensation determined based on the previous articles isn't applicable when this compensation at the given circumstances to reason and fairness isn't acceptable;
- 8.10 The restrictions of liability in this article are only applicable if the damage is due to intent or gross negligence of Supplier or its senior subordinates;

Article 9 Documents

- 9.1 Documents will be supplied conform de standard of PriCall Automation.;
- 9.2 Project language to choice either Dutch or English;
- 9.3 Documents will be supplied in electronic format;

