

TERMS AND CONDITIONS

1. Definitions

In these terms and conditions **Seller** means Datavideo Technologies Europe BV; **Terms** means the terms and conditions here set out (and any special terms agreed in writing by Seller); **Customer** means any person, firm or company (whether incorporated or unincorporated) buying or agreeing to buy Product(s) from Seller; **Product(s)** means the goods supplied by Seller or services rendered to Customer and subject to these Terms; **Price** means the stated price for the Product(s) and excludes carriage, packing, insurance and VAT; **Order** means an order placed by Customer with Seller for the Product(s). **Any document in writing** that is required can be delivered either on paper or in electronic form. **Delivery (Date)** means the date the Products leave Seller's warehouse, specified in writing by Seller for delivery of the Products to Customer.

2. Conditions applicable

- 2.1. These Terms apply to any sale or offer and other services rendered to Customer, to the exclusion of all other terms (including any which Customer may purport to apply under any purchase order, confirmation of order or any similar document). These Terms constitute a binding contract between Customer and Seller. These Terms are subject to change without prior notice. No variation of these Terms (including any special conditions) shall apply unless agreed in writing by Seller.
- 2.2. Any typographical, clerical or other error or omission in any sales literature, web page, quotation, price list, acceptance of offer, invoice or other document or information issued by Seller shall be subject to correction without any liability on the part of Seller.
- 2.3. If any provision of these conditions is adjudged invalid or unenforceable in whole or in part the validity of the other provisions of these terms and the remainder of those provisions in question shall not be affected.

3. Orders and offers

- 3.1. An Order shall be deemed an offer by Customer to purchase Product(s) upon the Terms. Acceptance of delivery of the Product(s) (as determined in accordance with clause 10.1 below) shall be conclusive evidence of Customer's acceptance of the Terms.
- 3.2. All offers by Seller apply for 30 days after issuing, unless otherwise mentioning in the offer in question. Customer is free to accept or refuse the offer.
- 3.3. After Customer accepted the offer, Seller is free to reject acceptance within 2 business days after receiving acceptance.
- 3.4. In case, after reaching an agreement, however before or during execution hereof, circumstances occur, which are beyond Seller's reasonable control, result in increase of prices, Seller is entitled to change his prices. Customer on the other hand is entitled, in case of an increase of prices to dissolve the agreement within 14 business days after announcement hereof. Any event of any increase in the cost to Seller of raw materials, labour, overheads, or any increase in taxes or duties, or any variation in exchange rate Seller may increase the price payable under the contract upon written notice. Seller shall be entitled to cancel this contract at any time prior to delivery of the Product(s) by giving written notice to Customer and promptly repaying to Customer any sums already paid by Customer and shall not be liable for any loss or damages arising from such cancellation.
- 3.5. Changes of orders or agreements have to be made in writing and in due time, and are only applicable after Seller's acceptance in writing. It is up to Seller's decision whether a change has been made in due time.

4. Security and deposit

- 4.1. It is at Seller's liberty to demand security from Customer at any time before or during execution of the agreement.
- 4.2. It is at Seller's liberty to demand a deposit or payment in full at any time before or during execution of the agreement.

5. Prices and Payment terms

- 5.1. Pricing of Products shall be the price current at the moment the Products are leaving our warehouse.
- 5.2. Where applicable, VAT shall be due on the Price at the rate ruling the date of Seller's invoice. Payment of the Price, carriage, packing and VAT is due within the number of days stated on the invoice or Pro Forma invoice if different and for the purpose of these terms the time of payments shall be of the essence.
- 5.3. In the event that Customer fails to pay on the due date, Customer will be considered in default of right and Seller may charge interest on any overdue invoice without prior notice and will accrue from the date when payment is due until the date of actual payment at the rate of 1,5% per month.
- 5.4. In the event that Customer fails to make any payment on the due date, or in the event the credit has been exceeded then Seller may (without prejudice to any of its other rights) suspend or cancel delivery of any Product(s) to Customer. The cost of recovering any overdue accounts shall be paid to Seller by Customer; costs will be 15% of the open invoices with minimum of € 500,00 / US\$ 600,00.
- 5.5. All accounts are payable to the address stated on our invoice. Payments made by electronic means can be made directly to the following accounts:

ING Bank	Euro Account:	69.34.35.259	IBAN Nr: NL76INGB0693435259
Maliebaan 8, Utrecht	US Dollar Account:	02.17.51.803	IBAN Nr.: NL96INGB0021751803
Swift code INGBNL2A			

- 5.6. Payments made by Customer firstly apply to interest and costs due, further invoices first issued, even so if Customer mentions that payment is for later issued invoices. Customer may not withhold payment of any invoice or other amount due to Seller whether by reason of any alleged right of set-off or counterclaim or otherwise.
- 5.7. Our price lists do not imply any offers.
- 5.8. All shipments are being charged with actual shipping costs (unless Customer provides shipping himself).
- 5.9. All shipments with an invoice amount of less than € 250,00 / US\$ 300,00 (excl. VAT) will be charged with administration costs of € 15,00 / US\$ 15,00.
- 5.10. Registered mail, cash on delivery, express mail or other special deliveries are being charged with extra costs.

6. Delivery

- 6.1. Seller will endeavor to deliver the Products to Customer's stated address for delivery on the Delivery Date, but may deliver the Products in advance of the Delivery Date upon the giving reasonable notice to Customer of its intention to do so. Without prejudice to the foregoing, Customer shall take delivery of the Products whenever and wherever the Products are tendered for delivery.
- 6.2. Any dates quoted by Seller for the delivery of Product(s) are estimates only and shall not form part of the contract. Seller aims to deliver promptly, however delays are occasionally inevitable due to unforeseen factors. Seller shall be under no liability for any delay or failure to deliver the Product(s) within the estimated delivery time, unless a certain date was explicitly agreed to in writing.

7. Retention

- 7.1. The Products shall be at Customer's risk as from leaving our warehouse. Notwithstanding that delivery may have been made properly, property in and title to Products shall not pass to Customer until Customer shall have paid the Price plus VAT, delivery and shipping in full, no other sums whatsoever shall be outstanding and owed by Customer to Seller. If Customer fails to make any payment on its due date then, without prejudice to Seller's other rights and remedies under these Terms, Seller may appropriate any payment made by Customer to such Products (or other products supplied by Seller to Customer under any other contract) as Seller may in its sole discretion think fit. Until property and title in the Products passes to Customer in accordance with this clause, (a) Customer shall hold the Product(s) and each of them on a fiduciary basis as bailee for Seller, (b) Customer shall store the Product(s) (at no cost to Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as Seller's property.
- 7.2. Notwithstanding that the Product(s) remain the property of Seller, Customer may sell or use the Product(s) in the ordinary course of Customer's business at full market value for the account of Seller. Such sale or dealing shall be a sale or use of Seller's property by Customer or on Customer's own behalf and Customer shall deal as principal when making such sales or dealings.
- 7.3. Until property in the Product(s) passes from Seller, Customer shall not in any way pledge or charge by way of any security for any indebtedness of Customer any of the Product(s) which are property of Seller (and if Customer should do so, then without prejudice to any other rights of Seller, all sums whatsoever due and owing to Seller by Customer shall forthwith become due and payable).
- 7.4. Until property in the Product(s) passes from Seller, Customer shall upon request deliver up to Seller such of Product(s) as have not ceased to be in existence or been resold, and if Customer fails to do so then Seller may enter upon any premises owned, occupied or controlled by Customer where such Product(s) are situated and repossess such Product(s).

8. Pictures

- 8.1. Pictures showing the Product(s), drawings, measurements, weights, technical specifications, colors either in our website, brochures or price lists may not be identical to the Product(s) as shipped to the Customer.
- 8.2. Deviation cannot be accepted as reason for dissolution or compensation, provided a special arrangement in writing has been agreed to.

9. **Transport and insurance**
- 9.1. Seller will use its discretion in selecting a reputable carrier and appropriate means of delivery. Customer use a carrier of his choice. In both cases the risk will pass to Customer from the moment the Product(s) leave Seller's warehouse.
- 9.2. Transport of any Product(s) with destination in the Netherlands will be insured by Seller for loss, damage or theft during transport. Any risk will pass to Customer from the moment the Product(s) are delivered at the delivery address of Customer's choice.
- 9.3. Transport of any Product(s) beyond the Netherlands's border will not be insured by Seller for loss, damage or theft during transport. Any risk will pass to Customer from the moment the Product(s) leave Seller's warehouse.
- 9.4. In the event of loss, damage or theft of the shipment within the Netherlands an official report has to be formatted by the shipping agent. Customer has to send this report within 3 business days by registered mail.
10. **Complaints**
- 10.1. Within 8 business days of delivery Customer must notify Seller in writing of any alleged defect, shortage in quantity, damage or failure to comply with description of the Products and also (if so required by Seller) return the Products within 7 days of delivery and before any use of them. In the absence of any such notification Customer will be deemed to have accepted the Products and thereafter shall not be entitled to reject the Products, any part of them, as not in accordance with the contract.
- 10.2. Any request for RMA (Return Material Authorization) shall be filed by mail: service@datavideo.nl, showing order ID, invoice number, product code, serial number and description of complaint.
- 10.3. Customer shall be responsible for the cost of safe and secure transport of the defective or damaged Products to Seller and is only permitted after written permission from Seller.
- 10.4. Except for transit damage, the Product(s) have to be returned unused, in their original packaging within eight days and according Seller's specifications.
- 10.5. Any credit refund will be made based on the Price charged to Customer, but will never exceed the Price at the moment of returning the Product(s) to Seller.
11. **Warranties**
- 11.1. Seller warrants that Product(s) will be free from defects in materials and workmanship occurring within the warranty periods mentioned in clause 11.5, unless damages occur due to a fact mentioned in clause 11.2 or 11.3.
- 11.2. Seller warrants that the Products will, at the time of delivery, correspond to their description. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Products, whether express or implied by statute or common law are excluded to the fullest extent permitted by law.
- 11.3. In case of malfunctioning of a Product within the period mentioned in clause 11.5 Seller will do everything, within reason, to solve the problem within reasonable period of time. Seller does not warrant damages occurring because of incorrect installation, use, changes of repairs made by any unrecognized party.
- 11.4. Seller shall at its own expense and within a reasonable time of receiving those Product(s) investigate Customer's claim and Seller may repair or at his option either, replace the Product(s) or such parts of the Product(s) as are defective, or credit Customer for the return of the Product(s). In no circumstances will Seller be responsible for any other damages whatsoever.
- 11.5. The warranty period will last 12 months after delivery date, unless damages occur due to facts mentioned in clause. 11.3. Customer can extend this warranty period up to 24 months from delivery by registration of these Product(s) at Datavideo website: www.datavideo.info.
- 11.6. The warranty period of repairs and parts however are limited to 6 months.
12. **Liability**
- In any event and despite anything contained in these Terms, in no circumstances, shall Seller be liable in contract, tort (including negligence or breach of statutory duties) or otherwise howsoever, and whatever the cause thereof, for any increase costs or expenses for any loss of profit, business contracts, revenues or anticipated savings, or for any special indirect or consequential damage of any nature whatsoever.
13. **Packing**
- Seller's Products may only be resold in the original packing, the trademarks, numbers or remarks may not be hidden, deleted.
14. **Force majeure**
- 14.1. The Delivery Date will be postponed with the period in which Seller is delayed or hindered to perform because of force majeure.
- 14.2. Force majeure means that Seller is unable or hindered in or delayed in obtaining or delivering the Product(s) by normal routes or means of delivery through circumstances beyond its control including but not limited to strikes, lock outs, accidents, war fire, reduction in or unavailability of power at Seller's premises.
- 14.3. In the event of force majeure delivery is being delayed for more than 2 months, both Seller and Customer are allowed to consider the contract withdrawn. In that case Seller is only entitled to reimbursement of costs.
- 14.4. In the event that force majeure commences at the moment Seller has performed partially, Customer is entitled, in case conclusion of the contract is delayed for more than two months for this force majeure, to keep the delivered Product(s) and pay these. In the event Customer can prove he cannot use the partial delivery, he also may consider the contract (completely) withdrawn with the obligation of returning the delivered Product(s) for his account.
15. **Dissolution**
- 15.1. In the event Customer becomes insolvent, is unable to pay his debts when due, files for bankruptcy, is subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, Seller may dissolve the agreement without judicial intervention, unless the receiver acknowledges the obligations arising from this contract as a debt of estate.
- 15.2. All claims for either party become due and payable at the moment of dissolution. Customer will be liable for all damages including but not limited to loss of profit and costs of transport.
16. **Confidentiality**
- Seller may transfer your details to our bank or third parties for the purposes of providing credit insurance, making credit reference agency searches, credit control, assessment and analysis, securitization and to protect our interests. The identity of our bank or third parties and that of any credit reference agencies used by us will be readily available on demand.
17. **General**
- Seller shall be entitled to assign its rights and/or obligations under these Terms by giving written notice of such assignment to Customer.
18. **Applicable law**
- These Terms are subject to the law of the Netherlands and shall be within the exclusive jurisdiction of the courts in the Netherlands.

Utrecht, September 2010