

**General sales and supply conditions EMC BV,
Exposystems for marketing and communication, Steenovenweg 1, 3532 AE Utrecht.**

1. General

The following conditions apply on each sale, supply and/or achievement of services for customers. Deviations only apply if these have been confirmed by us in writing. Possible purchase conditions only apply if these have been explicitly accepted by us.

2. Offers.

All our offers are without engagement. We are only committed from the moment that we have accepted an order in writing. Each tender is based on the applying prices on the date of the tender, on the standard fees, social costs and possible legislative provisions. Should increases of the price occur, we have the right to charge the difference to the customers or adapt our supply conditions. If the selling price is based on the rate of the Dutch currency relative to the currency of the country of origin of the goods, and the prices change after the tender but previous to delivery, we have the right to charge our customer the differences. Any information in brochures and other printing we have provided, we can change without previous notice. Unless otherwise agreed all prices are without VAT. For all orders below € 794,- excl. VAT, we will charge freightcosts per order.

3. Payments

- A. All payments without calculation or debt comparison will have to be made in the following way: 50% of the total sum as agreed on in the order, has to be paid in advance. This means within 7 days after invoice date. 50% of the total sum as agreed on in the order has to be paid after delivery and within 7 days after invoice date. Payments will be made on a bank or giro account indicated by EMC BV.
- B. In case of untimely payment, the customer will be in default de jure. Without proof of default we will have the right to charge the customer an interest of 1,5% per month, counting from the day the invoice should have been paid. This has no influence on our other rights, including the right to be compensated for judicial and extrajudicial collection costs fixed at 15% of the principal amount, with a minimum of € 68,-.
- C. The customer is not entitled to set-off any payment due with any claim on EMC.
- D. EMC has the right to suspend performance of any of its obligations until the required payments have been made.

4. Limitation of ownership

Goods will remain in our ownership until they have been paid fully by the customer, even after delivery to the customer or an address indicated by the customer. After leaving our warehouse the bought items are under account and risk of the customer, even if EMC provides transportation (partly or completely) for the customer.

5. Force Majeure

In case of force majeure we have the right to postpone the delivery of the goods until such time as the event of force majeure has ceased to exist, or to cancel the agreement (for the part that has not been delivered upon), without being held to pay compensation for damages.

For the purpose of these General Terms and Conditions, 'force majeure' means any circumstance beyond our direct will or control, that prevents us (temporarily) to perform the agreement.

Postponed delivery never gives the customer the right to cancel the agreement or to demand compensation of damage, neither gives it the customer the right to not fulfill the duties of payments (or compensation of damage) as agreed upon.

6. Complaints / returns

Customers have to notify us of any complaints regarding the number or condition of the goods by registered mail within two days after receiving the goods, under penalty of declining any claim. Customers have to notify us of any complaints regarding expense claims within eight days after invoice by registered mail, under penalty of declining any claims. Should a claim be valid, we are only obliged to redeliver the goods or credit the bill of the customer for the difference of maximum the height of the original bill.

7. Liability

We do not, except in the case of willful misconduct, accept liability towards customers and/or third parties for any deficiencies of sold or assembled goods or inaccurate performance of assembly instructions. Because of this we are never committed to compensate economical damage, bodily damage, damage to properties and such, that have occurred by customers or third parties because of the sold or rented goods. We do not accept liability for damage originated during transport, even if it concerns goods of our customer or third parties. If the customer requests this, we can arrange for insurance during transportation of the goods, on charge of the customer.

EMC is not committed to agreements or contracts made with EMC members who are not authorized to represent EMC, except when we have signed agreements in writing. Because of the previous stated, our customer has to protect us against third-party liability. Should we be held liable our liability is limited to the height of the amount on the invoice of the goods.

8. Copyright concerning the designs

Designs and drawings can be made available at request of the customer after receiving the written order of the customer, this leaves our copyrights undiminished. Our offers, possible designs and drawings supplied as well as calculations and descriptions remain our property, even if payments have been made for these.

9. Service

Our technicians can provide service with the presentation systems if the customer requires this, a fee has to be paid for the performance and the giving of directions. Service fees are not included unless agreed otherwise.

10. Rescission of contract

If the customer does not meet, or does not timely meet the obligations that go with the agreement, and also in case of bankruptcy, suspension of payment, stopping or liquidation of the company of the customer, the customer will be in default de jure and therefore we have the right to, without proof of default or legal mediation, cancel the agreement partly or completely, without being held to compensate damage. Notwithstanding our other rights in this case, we have the right to demand any claims we have or will have towards the customer fully and immediately

11. Disputes

Any disputes that may occur, including disputes only one party considers a dispute, in connection to an agreement made by the customer with EMC shall be brought before the competent court in the district where EMC is settled.

12. Applicable Law

All agreements with made with EMC are subject to these general sales and conditions and to Dutch law.

Deposited at the chamber of commerce in Utrecht, nr. 4547.