



Public Address - Voice Alarm
Audio Distribution over IP
Commercial Audio
Intelligent Acoustic Solutions
Intercommunication
Loudspeakers



GENERAL TERMS AND CONDITIONS

def 11-11-09

DELIVERING YOUR MESSAGE

CLAUSE 1. GENERAL TERMS AND CONDITIONS

1.1 These general terms and conditions of ATEIS Europe B.V. (to be referred to hereinafter as: "General Terms and Conditions") apply to all offers from, orders to, deliveries to and by and all other kinds of contracts with ATEIS Europe B.V., with its registered office in Rotterdam, listed at the Chamber of Commerce under number 24465391 (to be referred to hereinafter as: "ATEIS") in respect of – without limitation – logistics, maintenance, repair, sale and distribution of goods, insofar as not expressly provided otherwise in writing by ATEIS and the other party (to be referred to hereinafter as: "the Parties") in contradiction with these General Terms and Conditions.

1.2 The applicability of terms and conditions, if any, that the other party of ATEIS (to be referred to hereinafter as: "the Other Party") might use or to which the Other Party might refer in any manner, shall only be invoked against ATEIS if and insofar as they have been expressly accepted by ATEIS in writing.

1.3 ATEIS will be entitled to amend the General Terms and Conditions, which amendments shall also apply to already existing contracts. In doing so, ATEIS shall observe the reasonable interests of the Other Party. Amendments shall take effect one month after notification.

CLAUSE 2. OFFERS AND CONCLUSION OF CONTRACT

2.1 All estimates, quotations and offers from ATEIS are without obligation, unless the contrary expressly results from it.

2.2 An aggregate price quotation from ATEIS shall not create an obligation for the latter to deliver part of the goods included in the offer at the amount quoted in the offer for this part or at a proportional part of the price quoted for the total offer.

2.3 A contract between ATEIS and the Other Party shall only be concluded through written (order) confirmation by ATEIS, or because ATEIS has started the execution of the contract or if ATEIS has notified the Other Party in any manner that it will start the execution of the contract.

2.4 An addition to or amendment to a contract concluded between ATEIS and the Other Party shall only become effective after the Parties have confirmed this addition or amendment in writing.

2.5 Any notification of numbers, quantities, measurements, weights and/or other indications of the goods and/or services shall be done with care, but ATEIS shall not guarantee that no deviations may occur in these matters. Catalogues, drawings, photos, internet pictures and/or other pictures and/or descriptions provided by ATEIS or by the suppliers of ATEIS shall only serve as general information and will not oblige ATEIS to supply in accordance with the measurements, quantities, weights or technical details appearing on them.

CLAUSE 3. PRICES / FEE

3.1 All prices of goods shall be ex-works and shall be exclusive of cost of transport, loading and unloading, packaging, insurances, duties or taxes to be levied by the authorities and cost in respect of matters made available by the Other Party in the framework of the execution of the contracts.

3.2 After conclusion of a contract, ATEIS will be entitled to raise the agreed prices in the case of – among other matters, without limitation – intermediate increases in and/or surcharges to freight, custom rates, prices of goods and/or raw materials, intermediate increases applied by its supplier(s) and changes in exchange rates that have a price increasing effect.

3.3 If, pursuant to the second paragraph of this clause, the original (purchase) price is increased by more than 10% of the original (purchase) price, the Other Party will be entitled to dissolve the contract. The dissolution shall then be done in writing within five days after ATEIS informed the Other Party of the price increase. In such case, the Other Party will not be entitled to compensation, on any basis whatsoever.

3.4 Insofar as ATEIS has published (sales) prices, these shall be deemed to be recommended prices.

CLAUSE 4. PAYMENT

4.1 Payment by the Other Party shall be effected prior to delivery of the goods, within the term agreed on by the Parties. If no payment in instalments has been agreed on in advance, a payment term of thirty days after invoice date shall apply. All payments shall be effected without discount or deduction, unless the Parties have expressly agreed on otherwise.

4.2 Payments effected by the Other Party shall first be used for settlement of all the costs and interests owed and, subsequently, of payable invoices that have been longest overdue, even if the Other Party should state that the settlement relates to a later invoice.

4.3 If the Other Party does not pay within the term referred to in clause 4.1, it shall be in default by operation of law and all claims that ATEIS has against the Other Party shall be immediately payable and – without prior notice of default or warning – the Other Party shall owe legal interest on the invoice amount. At the same time, any reasonable cost to obtain settlement extrajudicially shall be for the account and at the risk of the Other Party. These cost amount to 15% of the claimable amount with a minimum of € 250, unless the cost actually incurred by ATEIS are higher.

4.4 In that case the Other Party shall owe compensation of the actual cost. In the event of

judicial collection, the Other Party shall also fully pay the actual cost incurred by ATEIS in reasonableness, including legal assistance, insofar as the actual cost exceed the amount of the order to pay the cost of the proceedings (if any).

4.5 If the Other Party defaults in its payment to ATEIS, the latter will be entitled to suspend the further execution of any current contracts between the Parties until that payment has been effected, after which for further orders or deliveries advance cash payment may be demanded by ATEIS.

4.6 Payment by the Other Party shall only be effected in the currency in which the agreed prices are expressed.

CLAUSE 5. DELIVERY AND RISK

5.1 Unless expressly agreed on otherwise in writing, delivery shall be made by ATEIS ex-works.

5.2 The Parties shall agree in writing who will take care of the transport. If ATEIS takes care of the transport of the goods ordered by the Other Party, the Other Party shall give instructions, if necessary, for the dispatch and ATEIS will be entitled to decide on the manner of transport, the means of transport and the carrier. At any time, transport of the goods shall be for the account and at the risk of the Other Party.

5.3 Unless agreed on otherwise in writing, in the event of delivery on call, all the ordered goods shall have been called no more than six months from the conclusion of the contract with ATEIS, failing which ATEIS will be entitled to deliver the goods that have not yet been called to the Other Party in one delivery.

5.4 Measurements and weights established at the place of delivery shall be binding if delivery takes place via a calibrated meter. In all other cases, the measurements and weights stated by ATEIS shall be decisive.

5.5 ATEIS expressly reserves the right to supply orders of the Other Party in partial deliveries. Such deliveries shall be deemed to have been made under separate contracts.

5.6 The delivery dates specified by ATEIS shall only apply for deliveries from stock and shall apply approximately. The delivery term is based on the working conditions existing at the time of the conclusion of the contract and on timely delivery by suppliers of (parts of) goods to ATEIS. Exceeding the delivery term agreed on initially shall neither entitle the Other Party to dissolve the contract with ATEIS entirely or partially, nor to demand compensation or not to fulfil any obligation resulting from the contract.

CLAUSE 6. COMPLAINTS, WARRANTIES

6.1 The Other Party shall check immediately after receipt whether the delivered goods are in good condition (are in accordance with the contract).

6.2 After receipt, the Other Party shall complain without delay about immediately noticeable facts that are incorrect or inaccuracies on the delivery notes and the like. If the Other Party does not complain about aforementioned noticeable facts in writing, stating the invoice and packing list numbers, these facts shall be recognized as being correct.

6.3 The warranty for the goods delivered by ATEIS to the Other Party for unnoticeable defects is 24 months (counted from the day of dispatch of the goods by ATEIS to the Other Party).

6.4 The Other Party will not be entitled to complain about goods delivered by ATEIS, if during the term specified in paragraph 3 changes have been made to/in (the composition of) the goods supplied by ATEIS.

6.5 A complaint about a specific delivery shall neither suspend the obligation of payment of the Other Party in respect of that delivery and other deliveries, nor shall it entitle the Other Party to deductions.

6.6 If a complaint is found to be justified, ATEIS shall repair or replace the (parts of the) goods to which the complaint refers or replace them, at no charge, at the option of ATEIS.

6.7 The Other Party will not be entitled to complain about goods which ATEIS cannot examine or have examined and/or that are no longer in the condition in which they were delivered.

CLAUSE 7. RETURN AND PACKING MATERIALS

7.1 The Other Party shall not return the goods, before ATEIS has agreed to this in writing and only under terms to be set by ATEIS.

7.2 Return consignment – with due observance of the stipulated in the previous clause and previous paragraph of this clause – shall take place using standard "repair-forms", which shall be provided by ATEIS to the Other Party. Without a fully completed "repair-form", a return consignment shall not be accepted by ATEIS and it shall be returned to the Other Party at the expense of the Other Party.

7.3 The cost of return of the goods delivered shall be borne by the Other Party, except for return of goods of which by ATEIS a defect is established, in which case the cost of return shall be borne by ATEIS.

7.4 Cost of packing materials, if any, shall be included in the price and shall be shown on the invoice. This cost shall be repaid to the other Party by ATEIS the moment the concerned materials are returned to ATEIS.



7.5 If the Other Party returns the material to ATEIS, but, in the opinion of ATEIS, this material is no longer in a good condition, ATEIS will be entitled not to accept the material. If ATEIS uses this right, the right of the Other Party to repayment of the deposit shall be cancelled and ATEIS will reserve the right to recover any additional loss from the Other Party.

CLAUSE 8. RETENTION OF TITLE

8.1 ATEIS shall retain the title of the goods supplied to the Other Party. This retention of title shall be cancelled if the claims of ATEIS against the Other Party in respect of payment of those goods have been settled.

8.2 The Other Party will be obliged to keep the goods supplied under retention of title with the necessary care and as recognizable property of ATEIS. The Other Party shall neither dispose of any goods supplied under retention of title nor shall it grant third parties any right to them other than those stated in this clause, unless it concerns resale or delivery to a third party in the normal course of the business of the Other Party. In the event of violation of the above stipulations, the purchase price shall become immediately payable, irrespective of any stipulation to the contrary.

8.3 ATEIS has been irrevocably authorized hereby by the Other Party to take back or have taken back the goods supplied under retention of title, without any judicial intervention, warning or notice of default. The Other Party shall cooperate in this, on penalty of an immediately payable fine of € 1,000 per day that it fails to do so. The fact that ATEIS takes back the goods shall not dissolve the contract, unless ATEIS has informed the Other Party thus.

8.4 If the Other Party forms new goods from the supplied goods, these will be goods that ATEIS has formed for itself and the Other Party shall keep them for ATEIS, until all payment obligations referred to in this clause have been fulfilled.

8.5 The Other Party hereby undertakes towards ATEIS to insure the goods against risks of loss and damage, in any form whatsoever, and to keep them insured up to and including the moment of payment.

8.6 The Other Party shall inform ATEIS without delay if:

- a. the Other Party intends to file for (provisional) suspension of payment or to file for bankruptcy;
- b. the Other Party has been granted (provisional) suspension of payment or has been declared bankrupt;
- c. the Other Party has learned that one or more of its debtors intend(s) to file for its bankruptcy.

CLAUSE 9. LIABILITY

9.1 Without prejudice to the stipulated in clause 6 and without prejudice to the other stipulations in this clause, ATEIS shall not be liable towards the Other Party for damage caused to persons or to other goods than those supplied by ATEIS or by services supplied by ATEIS:

- insofar as this is or are the consequence of improper use of the goods supplied by ATEIS or of any action contrary to the directions for use provided by ATEIS;
- that comes about due to or in connection with the execution of a contract between ATEIS and the Other Party, if the Other Party has taken out or could have taken out insurance against the concerned damage.

9.2 ATEIS shall not be liable towards the Other Party for damage due to exceeding the delivery term agreed on between the Parties.

9.3 If ATEIS is liable for damage suffered by the Other Party and, pursuant to the General Terms and Conditions or the contract ATEIS is obliged to compensate the Other Party for this damage, the liability of ATEIS for that compensation shall at any rate be limited to the amount that the insurance company of ATEIS pays for the damage. If ATEIS is not insured for the concerned damage or the insurance company does not pay (fully), the liability of ATEIS shall be limited to the amount of € 10,000 or to the amount that ATEIS has charged to the Other Party in respect of the damage causing event, but only if this is lower than the aforementioned amount.

9.4 The liability of ATEIS for damage due to death or bodily injury as well as the liability of ATEIS for indirect damage, including consequential damage, loss of interest, missed savings and damage due to a standstill of operations shall be excluded.

CLAUSE 10. NON-ATTRIBUTABLE SHORTCOMING

10.1 ATEIS shall not accept liability if, due to a non-attributable shortcoming, it is not able to fulfil its obligations.

10.2 In the General Terms and Conditions, a non-attributable shortcoming is understood as any circumstance due to which performance of the contract by ATEIS can no longer be demanded by the Other Party in reasonableness, including at any rate, without limitation, war, war danger, civil war, riots, flooding, industrial action, exclusion of employees, lack of personnel, transport problems, fire, governmental measures, import and export prohibitions and interruption of operations.

10.3 Further circumstances that at any rate shall not be for the account of ATEIS are:

- a. conduct, except for intention or deliberate recklessness by persons used in the execution of the contract with the Other Party;
- b. unsuitability of goods used by ATEIS in the execution of the contract with the Other Party;
- c. exercise by third parties towards the Other Party of one or more rights in respect of a shortcoming of the Other Party and the performance of a contract concluded between the Other Party and the third parties referred to in respect of the goods supplied by ATEIS;
- d. regulations issued or to be issued by the authorities that impede or limit the use of the goods that have been supplied or are still to be supplied;
- e. non-fulfilment of the obligations by the suppliers of ATEIS and/or breakdowns in the production.

10.4 In the case of non-attributable shortcoming, ATEIS will be entitled, at its option, either to extend the delivery term with the duration of the impediment or to dissolve the contract, insofar as it is affected by the impediment. If the Other Party demands this from ATEIS in writing, ATEIS will be obliged to state its choice within fifteen days.

CLAUSE 11. ATTRIBUTABLE SHORTCOMING OF THE OTHER PARTY

11.1 If the Other Party fails towards ATEIS in any way in the fulfilment of any obligation, without prejudice to its other rights ATEIS will be entitled to dissolve the contract(s) entirely or partially with immediate effect or to suspend the (further) execution of the contract(s), while retaining any right of damages and compensation of cost.

11.2 Without prejudice to the consequences referred to in the previous paragraph, if the Other Party fails towards ATEIS in the fulfilment of any obligation, all claims of ATEIS against the Other Party shall become immediately payable.

CLAUSE 12. INTELLECTUAL PROPERTY RIGHTS, TRADEMARKS AND TRADE NAMES

12.1 All intellectual property rights relating to the goods, such as documentation and offers, as well as preparatory material thereof shall rest exclusively with ATEIS or its licensors. The Other Party shall only receive the rights of use.

12.2 The Other Party shall not publish, make available, modify, adapt, copy or multiply otherwise, lend or provide otherwise to third parties the trademarks, logos and other information and material of ATEIS without the written permission from ATEIS.

12.3 In the event of non-compliance by the Other Party with one of the obligations included in one of the prohibitions set out in this clause, the Other Party shall forfeit to ATEIS an immediately payable fine of € 10,000 for each infringement or violation, increased by € 500 for each day or part of the day that this infringement or violation continues.

CLAUSE 13. CONFIDENTIALITY

13.1 The Other Party shall not disclose information obtained from ATEIS, in whatever manner, to third parties. The Other Party shall ensure that these confidentiality obligations will also be observed by employees of the Other Party.

13.2 In case of non-fulfilment by the Other Party of the confidentiality obligations mentioned in this clause, the Other Party shall forfeit to ATEIS an immediately payable fine of € 10,000.

CLAUSE 14. PRIVACY, DATA PROTECTION

14.1 Through the conclusion of a contract, the Other Party permits ATEIS to process its (personal) data with a view to the execution of the contract and the administration and management tasks of ATEIS. These (personal) data shall only be accessible to ATEIS and shall not be provided to third parties, unless ATEIS is obliged to do so by virtue of the law or a judicial decision.

14.2 Insofar as ATEIS processes the (personal) data on behalf of the Other Party, ATEIS will do this as custodian of personal data within the meaning of the law.

CLAUSE 15. CONVERSION

15.1 If and insofar, based on reasonableness and fairness, any stipulation of the General Terms and Conditions cannot be invoked, the concerned stipulation shall be given at any rate a meaning that is as similar as possible in content and meaning, so that that provision can be invoked.

CLAUSE 16. APPLICABLE LAW AND COMPETENT COURT

16.1 All legal relationships between ATEIS and the Other Party shall be governed exclusively by Dutch law. Parties expressly state that the UN Convention on the International Sale of Goods of 1980 will not be applicable to their relationship(s). Any disputes with the Other Party shall be submitted to the competent court of the place where ATEIS has its registered office, unless ATEIS prefers the court that is competent in accordance with general rules of competence.

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ATEiS Europe B.V.

Sydneystraat 42 - 3047 BP - ROTTERDAM - NETHERLANDS

Phone +31 (0)10 2088690 - Fax +31 (0)10 2088699

www.ateis-europe.com

info@ateis-europe.com

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