

# **GENERAL TERMS AND CONDITIONS OF CASH SUPPORT B.V.**

with registered office in 3125 BN Schiedam, Van Heekstraat 27c

Registered on 1.1.2016 as number 63870576 with the Trade Register of the central ZUID HOLLAND Chamber of Commerce.

#### Article 1 Definitions

Cash Support B.V.: The private limited company Cash Support B.V., the purchaser of the present general terms and conditions, vendor;  
Purchaser: Cash Support B.V.'s co-contracting party under the present agreement, purchaser;  
Agreement: The agreement in place between Cash Support B.V. and the purchaser.

#### Article 2 Applicability

2.1 The provisions of the present general terms and conditions apply to agreements in place between the purchaser and Cash Support B.V. B.V., hereinafter referred to as "Cash Support B.V.", including agreements in the negotiation stage, insofar as the parties have not expressly departed from these terms and conditions in writing;  
2.2 The present general terms and conditions also apply to all and any agreements with Cash Support B.V., for the execution of which Cash Support B.V. draws on the services of third parties;  
2.3 The purchaser's general terms and conditions are expressly declared inapplicable, unless the parties have agreed otherwise in writing. Should the general terms and conditions of the parties apply concurrently, Cash Support B.V.'s general terms and conditions shall take precedence in the event a conflict emerges between provisions in the general terms and conditions of Cash Support B.V. and those of the purchaser;  
2.4 If one or more provisions in the present general terms and conditions should be invalid or declared null and void, the remaining provisions of the present general terms and conditions shall continue to apply unabated. Cash Support B.V. and the purchaser shall agree on new provisions to replace the invalid terms and conditions or the terms and conditions declared null and void, with due consideration of the purpose and purport of the original provisions.  
2.5 In the event the Dutch text of the present general terms and conditions is at odds with translations thereof, the Dutch text shall take precedence.

#### Article 3 Tenders/prices

3.1 All tenders, regardless of the form in which they are presented, shall be non-binding unless the tender specifies a time limit for acceptance. Cash Support B.V. reserves the right to consider an agreement as not concluded as long as the order has not been confirmed in writing by Cash Support B.V. No-obligation tenders may still be withdrawn immediately following acceptance;  
3.2 Cash Support B.V. shall only be bound by the tenders if the acceptance thereof is confirmed by the purchaser within 14 days and provided the products referred to in the tender are still available;  
3.3 If a natural person concludes an agreement for or on behalf of another natural person by signing the contract, the said natural person declares to be duly authorised to do so. Such a person is jointly and severally liable, together with the other natural person, for all obligations arising from the agreement;  
3.4 Should the acceptance differ from the price quotation contained in the tender, Cash Support B.V. shall not be bound by such acceptance. No agreement then exists pursuant to such divergent acceptance, unless Cash Support B.V. indicates otherwise;  
3.5 A combined quotation does not compel Cash Support B.V. to supply part of the products listed in the tender against a proportionate part of the price quoted;  
3.6 Delivery dates in Cash Support B.V.'s quotations and tenders are indicative and if *exceschiedamd*, do not entitle the purchaser to compensation or cancellation of the agreement, unless expressly otherwise agreed;  
3.7 Agreements to which Cash Support B.V. is a party to shall be deemed as concluded only after Cash Support B.V. has duly accepted the order from the purchaser in writing or after the ex-works delivery of the goods sold by Cash Support B.V. to the purchaser has actually taken place;  
3.8 Prices stated in the quotations and tenders are for delivery ex-works, in euros, excluding VAT, government-imposed duties and are exclusive of forwarding and administration charges, unless expressly agreed otherwise;  
3.9 Cash Support B.V. shall be within its rights to charge on price rises if price changes of more than 10 % in respect of, e.g., exchange rates, wages, raw materials, semi-finished products or packaging materials, have occurred between the time of the tender/acceptance and the time of delivery;  
3.10 Should Cash Support B.V. conclude agreements with the purchaser on more than one occasion, the present general terms and conditions shall apply to all subsequent agreements in each case, irrespective of whether they are or are not expressly declared applicable.

#### Article 4 Delivery

4.1 Deliveries are made ex-works, unless the parties agree otherwise;  
4.2 The purchaser is obliged to take due receipt of the goods upon delivery thereof by Cash Support B.V. at his premises, or when the goods are made available to the purchaser under the terms of the agreement;  
4.3 Should the purchaser refuse to take receipt of the goods or fail to provide information or instructions required for delivery, Cash Support B.V. shall be entitled to store the products at the purchaser's risk and expense;  
4.4 If the products are to be delivered, Cash Support B.V. shall be entitled to charge delivery costs;  
4.5 The delivery time takes effect when (i) the agreement has been concluded, or (ii) all formalities required for the execution and delivery of the order have been complied with, or (iii) details to be supplied by the purchaser and all required documents have been provided to Cash Support B.V., in which for all cases specified above, the deposit, if agreed, must have been received by Cash Support B.V.. In case the delivery time is *exceschiedamd*, only article 4.6 of the present general terms and conditions shall apply;  
4.6 Delivery dates specified by Cash Support B.V. are strictly indicative. Delivery dates stated shall never serve as final dates. If a delivery date is *exceschiedamd*, the purchaser shall be required to serve notice of default to Cash Support B.V. in writing;  
4.7 Cash Support B.V. shall be within its rights to supply the products in portions. Cash Support B.V. shall be entitled to separately invoice partial deliveries.

#### Article 5 Inspection, complaints, acceptance

5.1 It is incumbent upon the purchaser to examine or have the goods examined at the time of delivery and in all cases within 8 days following delivery. In doing so, the purchaser should examine whether the quality and quantity of the goods delivered duly correspond with what has been agreed;  
5.2 If the purchaser has been shown a model, this model shall be presumed to have been shown only as an indication, without the product supplied being required to match the model shown, unless it has been expressly agreed that the product supplied must correspond with the model shown;  
5.3 Any visible defects are to be reported to Cash Support B.V. in writing within 8 working days following delivery;  
5.4 If a complaint is lodged pursuant to the provisions of the above paragraph, the purchaser shall be bound to accept the goods and to remit payment for the goods purchased. In the event the purchaser wishes to return flawed or defective products, the said products shall be dispatched only with prior written consent from Cash Support B.V. and in the manner specified by Cash Support B.V.;  
5.5 The purchaser must duly enable Cash Support B.V. to investigate the complaint or have the complaint investigated.

#### Article 6 Payment

6.1 Payment must be made within fourteen (14) days following the invoice date of the relevant invoice in euros and in the manner to be specified by Cash Support B.V. unless otherwise agreed. Objections to the amount of the invoices shall not suspend the obligation to remit payment. Payments must be remitted without deduction or set-off. The purchaser shall not be entitled to set off payments or suspend payments;  
6.2 Cash Support B.V. shall be entitled to charge advance payments;

6.3 If the purchaser defaults on his obligation to make payment within a time span of fourteen (14) days, by operation of law, the purchaser shall be in arrears without requiring a reminder or notice of default to be sent. In addition, the purchaser shall owe a late payment interest in the amount of 1% per month or part thereof, unless the statutory interest or the statutory commercial interest is higher than the said amount, in which case the higher interest rate shall apply. The interest on the claimable amount shall be calculated as of the date when the purchaser defaulted until the date on which payment of the outstanding amount is received in full;  
6.4 In the event of winding up, (application for) bankruptcy, admission of the purchaser to the statutory debt restructuring settlement under the Natural Persons Debt Rescheduling Act, distraint or (provisional) suspension of payment on the part of the purchaser, Cash Support B.V.'s receivables against the purchaser shall become due with immediate effect;  
6.5 Before all else, payments shall be used to cover the costs, before being applied to cover the outstanding (late payment) interest and finally, to cover the principal;  
6.6 The above shall apply without prejudice to Cash Support B.V.'s right to suspend all and any outstanding obligations upon Cash Support B.V. in the event the purchaser defaults on the payment of one or more due instalments.

#### Article 7 Debt recovery costs

7.1 In the event the purchaser defaults on or is remiss in the timely fulfilment of the obligations incumbent upon him, Cash Support B.V. may instruct a third party to collect payment on its behalf, in which case the purchaser – in addition to the principal – shall owe the (late payment) interest as well as all and any reasonable costs, both judicial and extra-judicial, incurred by Cash Support B.V. for the recovery of its claims, as well as for the purpose of upholding its rights and all reasonable costs to recover its debts outside the courts;  
7.2 In the event Cash Support B.V. has incurred costs exceeding the aforesaid, which were reasonably necessary, the said costs shall equally qualify for reimbursement;  
7.3 In all cases, legal costs shall be understood to include the fees of attorneys, solicitors, experts and all those instructed by Cash Support B.V. to provide assistance in the recovery of outstanding debts or all those whom Cash Support B.V. has charged to conduct legal proceedings, even if the said fees exceed the sum budgeted by the court during the procedure, as costs at the expense of the unsuccessful party;  
7.4 In all cases, extra-judicial costs shall be understood to include the fees and charges of (legal) consultants, debt recovery agencies, bailiffs and all those instructed by Cash Support B.V. to provide assistance in the recovery of the debt outside the courts.

#### Article 8 Retention of title

8.1 Title to all and any products supplied to the purchaser shall be retained by Cash Support B.V. until payment of all sums and amounts owed by the purchasers for the goods supplied or the works performed / to be performed under the agreement, as well as all and any further amounts owed by the purchaser as a result of the purchaser defaulting on his obligation to remit payment, have been paid in full to Cash Support B.V.;  
8.2 The products delivered may be used by the purchaser as part of his normal business operations. However, the purchaser shall not be entitled to alienate products in any way whatsoever, to encumber the said products with restricted rights of pledge or rights of enjoyment, or to disengage the said products in any other manner from Cash Support B.V.'s right of recourse;  
8.3 In the event third parties should attach the products delivered under retention of title or exercise or assert rights over the said products, the purchaser shall be obliged to notify Cash Support B.V. thereof;  
8.4 If the purchaser defaults on his obligation to remit payment to Cash Support B.V. or if Cash Support B.V. has good reason to fear the purchaser shall default on the said obligation, Cash Support B.V. shall be within its rights to repossess the goods delivered under retention of title. The purchaser hereby awards Cash Support B.V. or any parties assigned by Cash Support B.V. for this purpose, unconditional and irrevocable authorisation to enter all premises where goods that are the property of Cash Support B.V. are located and to repossess the said products;  
8.5 Any and all costs arising from the implementation of article 8.4 shall be at the risk and expense of the purchaser.

#### Article 9 Warranty

9.1 The products supplied by Cash Support B.V. duly comply with the technical requirements and specifications established by the manufacturer and are free from manufacturing flaws and defects and/or material defects, and duly comply with the customary standards and requirements that may reasonably be made of the products at the time of delivery and for which they are intended under normal use conditions. If used outside the Netherlands, the purchaser himself must verify whether the products are suitable for use in the country intended and whether such use duly complies with the requirements established in the country where use is intended;  
9.2 The warranty referred to under paragraph 1 of the present article shall be valid for 6 months following the date of delivery, unless otherwise agreed by the parties or unless a different warranty period should arise from the nature of the products delivered. If the warranty offered by Cash Support B.V. pertains to a product that is manufactured by a third party, the warranty shall be confined to the warranty offered by the manufacturer of the product, unless otherwise specified;  
9.3 The liability pursuant to the warranty referred to under paragraph 1 shall be confined to the repair of flaws or defects occurring to materials during the warranty period or occurring as a result of wear and tear, by way of replacement of the goods concerned, at the expense of Cash Support B.V., with pertaining expenses not exceeding the original invoice value of the relevant products;  
9.4 All and any warranties shall be forfeited if a flaw/defect has arisen as a result of the injudicious or improper use of the products, as a result of inappropriate storage, transportation or maintenance thereof by the purchaser and/or by third parties if occurring without written permission from Cash Support B.V., if the purchaser or any third parties have modified or have attempted to modify the products, have attached other products or elements to the products, which should not be attached or if the products have been processed or machined in any other manner than the manner prescribed. Nor shall the purchaser be entitled to the warranty if the flaw has occurred as a result of circumstances over which Cash Support B.V. has no control;  
9.5 The provisions established under article 9.1 shall apply in a similar manner to prototypes, studies, and investigations/inspections, on the understanding that the only obligation incumbent upon Cash Support B.V. in this respect is an obligation to bring to bear its best efforts;  
9.6 Cash Support B.V. guarantees that the staff made available has the promised professional expertise. If the purchaser makes a reasonable case for his position that specific members of staff do not have the professional expertise that was promised, the said staff shall be replaced by Cash Support B.V. as soon as possible;  
9.7 Flaws and defects as detailed under article 9.1 shall be rectified by Cash Support B.V. by means of repair or replacement of the flawed part, at the discretion of Cash Support B.V., either at the purchaser's premises or by dispatch of the relevant spare part(s). All costs arising from the obligation detailed in the above sentence, such as, albeit not confined to, transportation costs, travel and accommodation expenses, labour costs, as well as the costs of assembly and disassembly, shall be defrayed by Cash Support B.V. within the warranty period;

<p>9.8 If Cash Support B.V. replaces parts in order to comply with its warranty obligation, the replaced parts shall become the property of the purchaser;</p> <p>9.9 In all cases, the following flaws that have occurred as a result of:</p> <p>a) the non-observance of operating and maintenance instructions;</p> <p>b) the use of the products supplied in a manner other than the use for which it is normally intended;</p> <p>c) normal wear and tear;</p> <p>d) assembly/installation or repair by third parties, including the purchaser;</p> <p>e) the application of any government regulations in connection with the nature or the quality of the materials used;</p> <p>f) regulatory materials; designs; devised criteria; methods of operation used by the purchaser, as well as materials and products supplied by or on behalf of the purchaser, shall fall outside of the warranty.</p> <p><b>Article 10 Suspension and dissolution</b> Cash Support B.V. shall be entitled to suspend performance of its obligations or to dissolve the agreement, if:</p> <ul style="list-style-type: none"> <li>- the purchaser fails to honour the obligations incumbent upon him under the agreement, or to honour said obligations on time or not in full;</li> <li>- following the conclusion of the agreement, circumstances that have come to the attention of Cash Support B.V. give just grounds to fear that the purchaser shall fail to honour the obligations incumbent upon him, or to honour the said obligations on time or not in full. In the event there are just grounds to fear that the purchaser shall honour his obligations only partially or inappropriately, any suspension of the agreement shall be permitted only insofar as this is duly justified by the failure to comply;</li> <li>- the purchaser upon conclusion of the agreement has been requested to provide surety to meet the obligations incumbent upon him under the agreement and the said surety is not forthcoming or proves inadequate. As soon as the surety has been provided, Cash Support B.V. shall no longer be entitled to suspend the agreement for this reason;</li> </ul> <p>10.1 In addition, Cash Support B.V. shall be within its rights to dissolve the agreement or have it dissolved, should circumstances occur that render due execution of the agreement impossible or execution of the agreement cannot reasonably or fairly be required, or if any other circumstances occur such that the agreement cannot reasonably be expected to be upheld in unaltered form;</p> <p>10.2 If the agreement is dissolved, Cash Support B.V.'s claims against the purchaser shall become due with immediate effect. If Cash Support B.V. should suspend the fulfilment of the obligations, it shall retain its claims and entitlements under the law and under the agreement;</p> <p>10.3 Cash Support B.V. reserves the right to claim compensation at all times;</p> <p>10.4 Should the agreement be cancelled in the interim by Cash Support B.V., Cash Support B.V. shall ensure – in joint consultation with the purchaser – that any activities and duties remaining to be performed are duly transferred to third parties, unless the cancellation is attributable to the purchaser. Should the transfer of activities involve supplementary outlays for Cash Support B.V., these shall be charged to the purchaser. The purchaser shall be obliged to remit payment of the said costs within the time span specified for this purpose, unless otherwise specified by Cash Support B.V.;</p> <p>10.5 In the event of (application for) liquidation, suspension of payment or bankruptcy, or distraint – if and insofar the said distraint is not lifted within three months – against the purchaser, or statutory debt restructuring settlement or any other circumstance preventing the purchaser from freely disposing of his assets, Cash Support B.V. shall be free to cancel the agreement with immediate effect or to cancel the order or the agreement without any obligation on its part to pay any compensation or damages. In such an event, the claims held out by Cash Support B.V. against the purchaser shall become due with immediate effect.</p> <p><b>Article 11 Cancellation</b></p> <p>11.1 If, after an agreement has been established, the purchaser wishes to cancel the said agreement, 10% of the order price (including VAT) shall be charged by way of cancellation fees, without prejudice to Cash Support B.V.'s right to claim full compensation, including loss of profits;</p> <p>11.2 If, upon cancellation, the purchaser refuses to purchase the goods already acquired or manufactured by Cash Support B.V., such as products and materials, whether or not the said products or materials have been processed or machined or otherwise, the purchaser shall be obliged to remit payment to Cash Support B.V. for any and all costs incurred;</p> <p>11.3 Cancellation is to occur by letter sent by recorded delivery.</p> <p><b>Article 12 Liability</b></p> <p>12.1 In the event products supplied by Cash Support B.V. are flawed or defective, Cash Support B.V.'s liability vis-à-vis the purchaser shall be confined to what has been established under the "Warranty" article of the present terms and conditions;</p> <p>12.2 Cash Support B.V. shall be exclusively liable for direct losses. In the event that Cash Support B.V. is held duly liable for direct loss, the said liability shall be limited to a maximum of the amount paid out by Cash Support B.V.'s insurer, that is to say, to a maximum of the invoiced amount, with reference to the part of the agreement to which the challenged liability pertains;</p> <p>12.3 In no case shall Cash Support B.V. ever be liable for indirect losses, including consequential damage, loss of profits, loss of savings and losses as a result of business interruption;</p> <p>12.4 The limitation of liability for indirect losses included as part of the present terms and conditions, do not apply if the loss is due to wilful intent or gross negligence on the part of Cash Support B.V. or its subordinates;</p> <p>12.5 Direct loss shall exclusively be taken to mean the reasonable costs of establishing the cause and scope of the loss, insofar as the said determination pertains to the loss as intended under the present terms and conditions, any reasonable costs incurred to rectify the flawed performance on the part of Cash Support B.V. in line with the agreement, insofar as the said costs can be attributed and charged to Cash Support B.V. and reasonable costs were incurred to prevent or limit any loss or damage, insofar as the purchaser duly demonstrates that said costs have resulted in the limitation of the direct loss as intended under the present general terms and conditions.</p> <p><b>Article 13 Transfer of risk</b> The risk of loss or damage to the products that are the object of the agreement shall transfer to the purchaser when the said products are legally and/or effectively supplied to the purchaser, thereby entering the control of the purchaser or a third party to be assigned by the purchaser.</p> <p><b>Article 14 Force majeure</b></p> <p>14.1 The parties are not obliged to honour any obligations if they are prevented from doing so as a result of a circumstance that is not due to gross negligence or wilful intent on the part of the party invoking it, and which cannot be attributed to them, either under the law, or as a result of a legal act or conceptions that customarily apply in commerce and trade;</p> <p>14.2 Under the present general terms and conditions, and in addition to what is understood by force majeure under the law and in jurisprudence, force majeure shall be taken to mean all extraneous causes, anticipated or unanticipated, which are beyond the control of Cash Support B.V., but as a result of which Cash Support B.V. is unable to honour its obligations. Industrial action at Cash Support B.V. or its suppliers shall also be included as part thereof;</p>	<p>14.3 Amongst other things, albeit not exclusively confined to the instances listed below, force majeure shall be said to apply in the event of fire, flooding, industrial action, epidemics, (civil) war, terrorism, government decisions, the untimely availability or unavailability of permits, trade embargoes, labour unrest, outage of electrical power supply, interruption of operations, dereliction of duty or delays on the part of Cash Support B.V.'s supplier(s) and subcontractors and the unavailability or untimely availability of materials, transportation, fuel, energy resources and manpower;</p> <p>14.4 Cash Support B.V. shall equally be entitled to invoke force majeure if the circumstance preventing (further) fulfilment takes effect after Cash Support B.V. should have fulfilled its obligation;</p> <p>14.5 The parties may suspend the obligations arising from the agreement as long as the force majeure continues. If the said time span exceeds three months, either of the parties shall be within its rights to dissolve the agreement, without being obliged to pay the co-contracting party any compensation. Or, as soon as it has been established with certainty that the time shall exceed three months, either of the parties shall be within its rights to require, by letter sent by recorded delivery, that the agreement be amended in line with the circumstances, or dissolved with immediate effect for the affected part of the agreement, without the parties being obliged to pay of reciprocal sums in compensation;</p> <p>14.6 Insofar as Cash Support B.V. has already fulfilled or shall be able to fulfil part of its obligations arising from the agreement at the time when the force majeure occurs and individual value attaches to the part fulfilled or to be fulfilled, Cash Support B.V. shall be within its rights to separately invoice the part already fulfilled or to be fulfilled. The purchaser shall be bound to remit payment for this invoice as if it were a separate agreement.</p> <p><b>Article 15 Intellectual property and copyrights</b></p> <p>15.1 The intellectual property rights over drawings and technical descriptions as well as the tender, as made available to the purchaser prior to the agreement, shall remain with Cash Support B.V. None of the above shall be allowed to be used, copied, reproduced, passed on to or made available in any way to third parties without written consent from Cash Support B.V. All of the above are to be returned to Cash Support B.V. on the first request;</p> <p>15.2 All intellectual property rights over (parts of) the products supplied by Cash Support B.V. or made available by Cash Support B.V. in any other manner (including any documentation on, designs, sketches, drawings, software) rest with Cash Support B.V. or its supplier(s). Insofar as (parts of) these products and items are protected by any intellectual property rights or equivalent rights, the purchaser shall exclusively acquire the rights of use and the authorisations expressly awarded to him under the present article. The purchaser shall exclusively have the right of use over the relevant (parts of) products and items within his organisation in a manner that is deemed customary for such types of organisation;</p> <p>15.3 The purchaser is not permitted to remove or modify any markings made on or inside the relevant products or items in connection with copyrights, patents, labels, brands, trademarks or any other intellectual property rights. Cash Support B.V. hereby declares that to the best of its knowledge, none of the products and items constitutes an infringement of third party intellectual property rights valid in the Netherlands. The purchaser shall promptly notify Cash Support B.V. of any claims against its liability or z decisions implicating Cash Support B.V., based on the tenet that the use of the relevant products and items infringes any intellectual property rights valid in the Netherlands. Cash Support B.V. shall be within its rights, albeit not be under obligation, to run the exclusive defence in a court procedure on an alleged infringement as intended under the previous paragraph, or to arrive at any type of negotiated settlement. In such cases, Cash Support B.V. shall pay any costs and sums in compensation ordered by court ruling or agreed under the settlement;</p> <p>15.4 Cash Support B.V. shall not accept any liability vis-à-vis the purchaser for any infringements as referred to under the previous paragraphs of the present article if the infringement is connected with the fact that the purchaser has adjusted or modified the products or items in question, or has called on third parties to perform the said actions, or is using the products or items in question together or in combination with products that have not been made available by Cash Support B.V. or has used them in a manner that differs from the way outlined in the documentation and the like;</p> <p>15.5 Cash Support B.V. reserves the right to use the know-how that has been accrued as a result of the execution of the activities and operations for other purposes, insofar as this does not involve confidential information being passed on to third parties;</p> <p>15.6 Reports, drawings and the like, that are the result of the activities as instructed, shall fall to or become the property of Cash Support B.V..</p> <p><b>Article 16 Indemnification</b></p> <p>16.1 The purchaser indemnifies Cash Support B.V. against all claims from third parties concerning intellectual property rights over materials or data supplied by the purchaser, which are used in the execution of the agreement;</p> <p>16.2 If the purchaser provides Cash Support B.V. with information carriers, electronic files or software, etc., the former duly guarantees that the said information carriers, electronic files and software are free from viruses and defects;</p> <p>16.3 The purchaser indemnifies Cash Support B.V. against all claims from third parties for product liability as a result of a flaw in a product that was supplied by the purchaser to a third party and which in part consisted of products or items supplied by Cash Support B.V., except if and insofar as the purchaser furnishes proof that the damage was caused by the products or items supplied by Cash Support B.V..</p> <p><b>Article 17 Confidentiality</b></p> <p>17.1 Each of the parties hereby guarantees that all data received from the co-contracting party that are known or which should be known to be confidential in nature, shall be kept confidential, unless statutory provisions exist to compel publication of the said data. The party receiving confidential data shall only use these data for the purpose for which they were provided. In all cases, data shall be considered confidential if they have been designated as such by either of the parties;</p> <p>17.2 Save with the prior and written consent from Cash Support B.V., the purchaser shall not be permitted to publicise, by way of duplication, advertisements or in any other written or verbal form, that he is in business or has been in business with Cash Support B.V. – the same applies to the way in which such business was conducted;</p> <p>17.3 All details, specifications and any other data made available to the purchaser for the purpose of the execution of the present agreement, shall be considered confidential information;</p> <p>17.4 If requested, the purchaser is to transfer the confidential information as well as all copies or other reproductions thereof to Cash Support B.V. without delay.</p>
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**Article 18 Survey, approval, complaints/investigation**

- 18.1 The work is deemed to have been approved if and insofar as it is taken into operation. The day the work or part thereof is taken into operation shall serve as the day of approval of the work or of the part concerned;
- 18.2 Minor flaws shall not constitute grounds to withhold approval, provided such flaws do not stand in the way of the work being taken into operation. Cash Support B.V. shall repair any minor flaws as soon as possible;
- 18.3 Any visible flaws and/or defects are to be reported to Cash Support B.V. in writing within eight working days after they have been established;

**Article 19 Maintenance**

- 19.1 The substance and scope of the maintenance services to be supplied by Cash Support B.V. shall be determined between the parties in writing. Such arrangements shall be subject to the present general terms and conditions, unless it is agreed in writing to depart from them;
- 19.2 Failing any arrangements laid down in writing, Cash Support B.V. shall be obliged to bring every effort to bear to remedy, within a reasonable time span, any breakdowns and defects that were duly reported to Cash Support B.V. by the purchaser. For the purposes of the present article, "breakdowns and defects" shall be understood to describe the failure to comply, or to comply without interruption, with the specifications of the equipment as expressly communicated by Cash Support B.V. in writing. There shall only be question of a breakdown and/or defect if the purchaser is able to duly demonstrate this;
- 19.3 Parts shall be replaced if deemed necessary by Cash Support B.V. to repair or to prevent breakdowns and/or defects. The replaced parts shall become the property of purchaser, unless otherwise agreed by the parties;
- 19.4 Immediately following the occurrence of a breakdown and/or defect to the product, the purchaser shall notify Cash Support B.V. thereof by way of a detailed description of the breakdown and/or defect compiled by a member of the purchaser's staff who is duly knowledgeable about the matter. The purchaser shall be obliged to provide Cash Support B.V. staff or a third party assigned by Cash Support B.V. due access to the location where the equipment is set up, to offer every required assistance and to make the equipment available to Cash Support B.V. for the purpose of the maintenance operations;
- 19.5 The costs involved in investigating and remedying breakdowns and/or defects arising from the use of equipment that was not supplied by Cash Support B.V. or from the installation of software that was not supplied by Cash Support B.V., shall be charged to the purchaser;

**Article 20 Disputes**

Disputes shall exclusively be brought before the courts of law in the legal district where Cash Support B.V. has its registered office. However, Cash Support B.V. shall be within its rights to present the dispute to a court that has jurisdiction under statutory law.

**Article 21 Applicable law**

All and any agreements in place between Cash Support B.V. and the purchaser shall be governed by Dutch law. The Viennese Sales Convention is expressly excluded.