

GENERAL TERMS AND CONDITIONS
OF
SALES AND DELIVERY{PRIVATE }
OF
ORIENT TECHNOLOGIES B.V.
REGISTERED AT EERSEL
(THE NETHERLANDS)

Article 1. Applicability and Validity

- 1.1 These general terms and conditions apply to all offers, agreements, execution of assignments and/or deliveries of Orient Technologies B.V., hereinafter to be called: "Orient Technologies". Deviations may be agreed with Orient Technologies in writing only.
- 1.2 'Buyer' in these general terms and conditions means the purchaser or client or anyone entering or intending to enter into an agreement with Orient Technologies or to whom Orient Technologies makes an offer or makes a delivery or performs a service. Several Buyers who jointly award an assignment or place an order will be jointly and severally liable towards Orient Technologies for payment of the consideration, regardless of the name on the invoice.
- 1.3 If Orient Technologies does not always require strict compliance with these general terms and conditions, it does not imply that these general terms and conditions are not applicable or that Orient Technologies would forfeit the right to demand strict compliance in future, whether or not similar cases.
- 1.4 The inapplicability or invalidity of any provision of these general terms and conditions will not affect the other terms and conditions.
- 1.5 The applicability of deviating terms and any general terms and conditions of the Buyer are hereby expressly dismissed by Orient Technologies. Such provisions will be binding on Orient Technologies only if accepted expressly and in writing by the latter.

Article 2. Offers

- 2.1 All offers, quotations and cost estimates by Orient Technologies, in whatever form, will be without commitment.
- 2.2 Offers will be binding only if made by Orient Technologies in writing stating a term for acceptance of the offer.
- 2.3 The price lists, brochures, printed matter, etc. provided by Orient Technologies are subject to change and do not constitute a quotation.
- 2.4 Orient Technologies reserves the right to refuse orders without stating reasons, to deliver C.O.D. (Cash on Delivery) only, to demand payment in advance or granted a credit limit.

Article 3. Realization of Agreement

- 3.1 An agreement is concluded after Orient Technologies has confirmed an order or assignment explicitly and in writing or after Orient Technologies has commenced the execution of the order or assignment.
- 3.2 Deliveries for which no order confirmation is sent because of the nature and/or size, the invoice will be regarded as the order confirmation.

- 3.3 Additions and changes to an agreement by Buyer will be binding Orient Technologies only if confirmed explicitly in writing by the latter.
- 3.4 If it so deems necessary or desirable for the proper execution of an order or assignment, Orient Technologies will have the right to engage third parties. The costs hereof will be charged to the Buyer in conformity with the cost estimates given.

Article 4. Prices

- 4.1 All prices and rates stated by Orient Technologies will be in US Dollars, exclusive of VAT, handling fees and bank cost, unless agreed otherwise in writing. In case Buyer prefers to pay in Euros, than the currency exchange rate will be used at the date of the order. This rate will be confirmed by Orient Technologies to the Buyer.
- 4.2 The prices are based on the prices, exchange rates, salaries, taxes, rights, charges, etc. applicable during the offer. In the event of an increase in any or several of the cost price factors, Orient Technologies will have the right to increase the price accordingly. Such price increase does not entitle the Buyer to dissolve the agreement.
- 4.3 The prices are always exclusive of levies imposed by the government or otherwise in connection with the sale or use of goods to be supplied by Orient Technologies, including environmental levies, removal contribution and packaging schemes. Orient Technologies has the right to charge these levies and costs to the Buyer.
- 4.4 In the event of an agreement that provides for periodically payable amounts, Orient Technologies has the right to adjust prices and rates by means of a written notice and with due observance of a three-month (3) period. If the Buyer does not agree to the adjusted prices and/or rates, he has the right to terminate the agreement in writing within seven (7) days of receipt of said notice effective from the date specified in the notice on which the change in price or rate takes effect. Termination does not affect the Buyer's obligations to pay the consideration over the period until said effective date.

Article 5. Delivery, Risk and Transportation

- 5.1 Unless agreed otherwise in writing, delivery will be made ex Orient Technologies' warehouse. From the time of delivery the risk (of loss, destruction, damage, etc.), regardless of the cause, will pass to the Buyer and take place at the expense of the Buyer.
- 5.2 Orient Technologies determines the manner of transport, shipping and packaging. As stipulated in article 5.1 goods will always be shipped and transported for the Buyer's account and risk. Orient Technologies is required only to take out an (transport) insurance if and to the extent that it has given a written undertaking to do so.
- 5.3 If it has been agreed that delivery will be made in instalments, Orient Technologies may delay the delivery of the next instalments until the Buyer has approved in writing the goods delivered in the preceding instalment and has complied with all his (financial) obligations in respect of the instalment delivery. Orient Technologies has the right to invoice instalment deliveries separately.
- 5.4 If after expiry of the delivery term goods supplied are available to the Buyer, but are not taken by him, they will be stored and kept at his disposal for his account and risk.
- 5.5 The Buyer will fully comply with national and other countries export restrictions in respect of goods acquired under an agreement with Orient Technologies and impose this obligation on third parties upon reselling or making those goods available to third parties. The Buyer indemnifies Orient Technologies against any loss sustained by the latter if the Buyer fails to comply with these obligations.

Article 6. Terms of Delivery

- 6.1 All (delivery) terms mentioned by Orient Technologies are by approximation and have been determined based on the data and circumstances as known to Orient Technologies at the time of conclusion of the agreement. Delivery terms stated may never be regarded as fatal. If a change in the data and/or circumstances, regardless whether such change was foreseeable, causes a delay, the delivery date will be delayed accordingly, without prejudice to the provisions regarding force majeure (article 10). In the event of late delivery Orient Technologies must be given a written notice of default, granting a reasonable term for delivery.
- 6.2 Excess of the delivery terms stated by Orient Technologies, for whatever reason, will never entitle the Buyer to compensation or non-compliance with any of its obligations under the relevant agreement or a related agreement.

Article 7. Complaints

- 7.1 The Buyer, or a third party acting on his authority, must carefully inspect the goods supplied by Orient Technologies immediately (upon receipt).
- 7.2 Complaints about defects in the goods delivered in full or in part must be filed in writing within five (5) working days after delivery with Orient Technologies, stating the delivery or invoice number of the shipment concerned, failing which every right of the Buyer in this respect will lapse.
- 7.3 The Buyer will render all assistance required for the consideration of the complaint, among other things by enabling Orient Technologies to investigate all relevant circumstances related to the complaint. If the Buyer does not cooperate or an investigation is not (no longer) possible for other reasons, the complaint will not be considered and the Buyer will not have any rights in that respect.
- 7.4 The Buyer cannot derive any rights from the consideration of a complaint. Filing a complaint does not release the Buyer from his payment obligations towards Orient Technologies.
- 7.5 The Buyer is required to immediately cease the use, treatment, processing and/or installation of the goods concerned and to do or omit anything that is reasonably possible to prevent (further) damage.
- 7.6. On condition that a complaint has been filed in time, correctly and in accordance with this article, and the Buyer has submitted sufficient proof that the goods do not comply with what has been agreed, Orient Technologies has the option to either replace returned goods that have proven faulty by new goods, to properly repair such goods, to refund the purchase price or to credit the invoiced amount, or to grant the Buyer discount on the price to be determined by mutual agreement. If this is reasonably impossible for Orient Technologies, the Buyer has the right to dissolve the agreement, unless the failure does not justify dissolution. Performance of one of the services mentioned above, Orient Technologies will be fully discharged from its obligations in that respect. The Buyer is not free to return the goods before Orient Technologies has agreed in writing.

Article 8. Invoicing and Payment

- 8.1 Unless agreed otherwise in writing, payment must be made by a deposit or transfer to a bank account designated by Orient Technologies within thirty 30 days after the date of invoice. The value date stated on Orient Technologies' bank statements will be regarded as the date of payment.
- 8.2 The bank cost for exchanging currencies and for transferring will be at the expense of the Buyer.
- 8.3 Payment will be made without set-off or suspension on whatever account.

- 8.4 Payment must be made in full, unless payment in instalments has been agreed, in which every instalment due will be regarded as separate payment.
- 8.5 If the Buyer fails to pay the amounts due within the agreed term, he will be in default by operation of the law and Orient Technologies will have the right, without prejudice to its other rights, to charge to the Buyer the statutory interest on the entire amount due, increased by a 3% surcharge from the due date of the relevant invoice up to and including the date of payment in full, and this without prejudice to the other rights of Orient Technologies. All judicial and extrajudicial costs of collection will also be for the Buyer's account. The size of the extrajudicial costs of collection payable to Orient Technologies will be computed in accordance with the collection rate of the Dutch Bar Association, with a minimum of € 500,=. The amounts entered into Orient Technologies' books for said costs will constitute full proof of the amount due.
- 8.6 If Orient Technologies sees so fit, it may require additional security, failing which it may suspend performance of the agreement.
- 8.7 Orient Technologies is entitled to grant the Buyer a payment discount. This discount shall not exceed in case of C.O.D. (Cash on Delivery): 2% of the nett amount of invoice.
- 8.8 Unless agreed otherwise in writing in advance, the first order to a new relation will be delivered C.O.D. (Cash on Delivery), the costs of which will be charged to this relation. As long as Orient Technologies has not granted a credit limit, deliveries will be made only C.O.D. (Cash on Delivery) or after advance payments.
- 8.9 If it appears to Orient Technologies that the Buyer is not credit-worthy, if the Buyer does not, not properly or not timely fulfil any obligation towards Orient Technologies, if the Buyer make a composition with his creditors, applies for suspension of payments, filed a petition for respite of payment or if he has been granted respite of payment, is declared bankrupt or petition for his bankruptcy has been lodged with the court, discontinues or transfers his business, the business of the Buyer is closed down or liquidated, if goods of the Buyer are attached, or if the Buyer is placed under trusteeship or curator ship, if attachment is levied against him or if performance by the Buyer is no longer expected on reasonable grounds, any claim of Orient Technologies against the Buyer will become payable immediately and in full. In that case Orient Technologies will also have the right to dissolve the agreement to the extent that it has not yet been performed (in full) without any notice of default or judicial intervention being required, and to take back the goods supplied but not yet paid, all without prejudice to Orient Technologies' rights to payment or compensation and its right to suspend performance of the agreement.

Article 9. Reserve of Ownership

- 9.1 All goods supplied to the Buyer will remain Orient Technologies' property until all amounts have been paid in full, including any interest and costs due by the Buyer for the goods supplied or to be supplied under any agreement or services performed or to be performed and/or non-compliance with the agreement.
- 9.2 The Buyer is required to handle the goods with care and insure these against the usual risks and may encumber, rent out, grant the use or create a (undisclosed) pledge in respect of the goods supplied only with Orient Technologies' written consent as long as the Buyer has not fully complied with his obligations towards Orient Technologies.
- 9.3 If and as long as Orient Technologies is the owner of the goods, the Buyer will immediately notify Orient Technologies when the goods are (at risk of) being attached or otherwise a right is asserted in respect of (any part of) the goods. The Buyer will further inform Orient Technologies (in that case) of the location of the goods owned by Orient Technologies. In the event of attachment or (provisional) suspension of payments the Buyer will immediately inform the attaching bailiff or

trustee of Orient Technologies' (property) rights. The Buyer warrants that attachment on the goods will be lifted immediately.

- 9.4 If one and the same type of goods have been delivered and invoices in question have not yet been paid, all the goods present at the Buyer will be deemed to be such unpaid goods.
- 9.5 If the Buyer does not fulfil his payment obligations towards Orient Technologies as described above in article 8, Orient Technologies shall be irrevocably be authorized, without placing in default being required, to take back or have take back the goods still belonging to him in ownership from the place where these are present, at the expense of the Buyer. The Buyer shall be obliged to offer Orient Technologies every cooperation if the latter makes use of his right to take back the goods.
- 9.6 If and in so far as the reserve of ownership is not recognised or accepted under foreign imperative law, provisions shall apply between parties that are admissible and that in terms of contents and meaning correspond as much as possible to the provisions in this article, where at Orient Technologies' discretion, in derogation of the provisions in article 15, foreign law can be declared applicable.

Article 10. Force Majeure

- 10.1 If due to force majeure of a permanent or temporary nature Orient Technologies is prevented from (further) executing the agreement, Orient Technologies will have the right to dissolve the agreement in whole or in part without any compensation or judicial intervention being required by means of a written notice to that effect, without prejudice to Orient Technologies' right to payment by the Buyer for any services already provided by Orient Technologies before the event constituting force majeure arose or to suspend (further) execution of the agreement. In the event of suspension Orient Technologies will still have the right to dissolve the agreement in whole or in part.
- 10.2 Force majeure includes all circumstances that prevent Orient Technologies temporarily or permanently from complying with its obligations, such as strikes, transport difficulties, fires, government measures, including at any rate import and export bans or restrictions, business interruptions at Orient Technologies or at its suppliers as well as breaches of contract by its suppliers, as a result of which Orient Technologies cannot (or no longer) reasonably comply with its obligations towards the Buyer.

Article 11. Warranty

- 11.1 Unless otherwise agreed in these general terms and conditions (for instance article 11.4), Orient Technologies warrants and represents towards the Buyer that for three (3) years (for the products BTP-220NP, BTP-R380, BTP-R580, BTP-M280B and BTP-M280D) after delivery the goods supplied comply with the applicable specifications issued by the supplier. If the product specifications are not known or recognisable to the Buyer, Orient Technologies will warrant and represent to the Buyer that the goods supplied do not display errors in material or construction for the same period. The warranty referred to in the preceding sentences applies only if the goods are used normally and carefully and all instructions for use and other warranty provisions contained in the agreement and the warranty certificate have been and are complied with strictly and fully. The warranty solely implies that Orient Technologies will correct these errors to the best of its ability or will replace the goods, such at the option and discretion of Orient Technologies. **Consumables like toners, print heads, cartridges, ribbons, paper rolls, disc packs and memory carriers are excluded from this warranty.** Products or parts that are replaced under this warranty become the property of Orient Technologies. Defects must be notified to Orient Technologies in writing to be considered. Orient Technologies will never be liable for any data lost for whatever reason.
- 11.2 The warranty does not apply if the errors were caused in whole or in part by incorrect, careless or incompetent use, use for purposes other than normal (commercial) purposes, external causes such as damage by fire or water, or if the goods have been modified by others than Orient Technologies,

or have not been maintained competently and regularly. The warranty cannot be invoked either if any (spare) part has been replaced by goods that are less compatible and/or not equivalent with the original parts in terms of quality.

- 11.3 By rendering one of the services referred to in 11.1 Orient Technologies will be fully discharged from its obligations in that respect. The Buyer does not have the right to claim compensation or to dissolve the agreement in whole or in part.
- 11.4 If Orient Technologies has purchased goods from a supplier, the warranty will be restricted to the supplier's applicable warranty provisions. Upon request Orient Technologies will inform the Buyer of the applicable provisions.
- 11.5 Non-warranty repairs will be charged by Orient Technologies.
- 11.6 In the event of under warranty repairs, the Buyer must return the goods for his own account to an address to be specified by the RMA procedure (=Return Material Authorization) of Orient Technologies. The goods that have been repaired will be returned to Buyer for the account of Orient Technologies.

Article 12. Liability and Indemnity

- 12.1 Orient Technologies shall only be liable for damage suffered by the Buyer as a result of a shortcoming, unlawful act or otherwise if the damage results directly and exclusively from gross neglect by Orient Technologies. Orient Technologies' contractual and statutory liability is at all times limited to the amount of the invoice, reduced by the turnover tax relating thereto, at least maximum the amount of the benefit which will be paid by the insurer of Orient Technologies for the damage.
- 12.2 Orient Technologies will not be liable, neither by law nor under an agreement, for any consequential loss sustained by the Buyer or a third party in respect of (the use of) the goods supplied, including trading loss, environmental damage and immaterial loss.
- 12.3 The provisions in the preceding paragraphs do not affect Orient Technologies' liability under Title 3, Chapter 3, Book 6 of the Dutch Civil Code (Product Liability).
- 12.4 Orient Technologies will not rely on the limitations of liability contained in 12.1 and 12.2 if and to the extent that the loss and damage are the direct result of Orient Technologies' wilfulness or gross negligence.
- 12.5 If Orient Technologies is liable towards the Buyer, Orient Technologies shall be held only to fulfil her obligations as described in article 11 of these general terms and conditions.
- 12.5 Unless the loss and damage was caused by Orient Technologies' gross negligence or wilfulness, the Buyer will indemnify Orient Technologies against any claims by third parties related directly or indirectly to the (use of the) goods supplied and will reimburse Orient Technologies for all loss and damage sustained by Orient Technologies due to such claims.

Article 13. Software

- 13.1 The following provisions of this article apply – in particular – if Orient Technologies also supplies software.
- 13.2 The ownership and all intellectual property rights in the software products and relating source code will always vest in Orient Technologies' suppliers unless explicitly agreed otherwise in writing. The Buyer will neither remove nor modify any distinctive signs regarding the rightful proprietor's intellectual property rights.

- 13.3 The Buyer has the right to resell software products to end users. The Buyer has the right to grant to his end user a non-exclusive and non-transferable sub-licence for the use of the software products of Orient Technologies' suppliers in conformity with the applicable software licensing terms.
- 13.4 This right does not entitle the Buyer to copy the software products and accompanying documentation of Orient Technologies or its suppliers or to lend it or otherwise make available to his end users against a fee other than by means of said sub-licence.
- 13.5 The Buyer is required to explicitly point out to the end user the restricted right of sub-licence, and the obligation to carefully read the instructions prior to using the goods, so that the rights in respect of the applicable warranties and/or liability terms remain effective.

Article 14. Confidentiality

- 14.1 The parties are under a duty of confidentiality toward third parties in respect of all confidential (business) data provided to each other. The Buyer is required to take measures to ensure that his employees observe this duty of confidentiality.
- 14.2 Without Orient Technologies' prior explicit written consent the Buyer may not copy, reproduce or modify software and the accompanying documentation, shoes copyrights vest in Orient Technologies, neither during the term or after termination of the agreement. The Buyer may not give permission to third parties to do any of the above.
- 14.3 Failing compliance with the provisions contained in this article the Buyer will forfeit an immediately payable penalty to Orient Technologies of € per incident of breach or per day that such breach continues, with every disclosure or notification to third parties or infringement of materials protected by copyright or reproduction or modification without Orient Technologies' written consent will be regarded as one incident of breach.

Article 15. Governing Law and Disputes

- 15.1 All agreements between the parties and any legal relations arising there from are governed by Dutch law exclusively. The applicability of the Vienna Sales Convention is hereby excluded.
- 15.2 All disputes arising from or related to the agreement to which these general terms and conditions apply or the general terms and conditions themselves and their interpretation and execution will be decided by the competent court of 's-Hertogenbosch (the Netherlands).

If Orient Technologies performs services for the Buyer, the following terms and conditions will also apply in addition to the terms and conditions set out above. In the event of a conflict the provisions contained in articles 1 to 17 above will prevail.

Article 16. Award of Assignment

- 16.1 Orient Technologies makes an effort to describe the work to be done in its offers as accurately as possible.
- 16.2 Orient Technologies has the right to refuse an assignment without stating reasons and will not be liable for any loss or damage caused directly or indirectly by such refusal.
- 16.3 In respect of assignments relating to services Orient Technologies is duly represented only by the individuals so authorised as evidenced by the entry in the trade register of the Chamber of Commerce in the Netherlands.
- 16.4 As long as an offer by Orient Technologies has not resulted in an assignment, Orient Technologies reserves the right to use its capacity elsewhere.
- 16.5 If in Orient Technologies' opinion or that of the Buyer third parties should be engaged in the assignment the Buyer will be required to reasonably cooperate.
- 16.6 All contacts with engaged parties will go through Orient Technologies. The Buyer may involve third parties in the execution of the assignment only after consulting with Orient Technologies and may not autonomously make arrangements with such third parties.

Article 17. Price of Services

- 17.1 Unless the quotation explicitly determines otherwise, the costs to be charged to the Buyer comprise an item 'services', based on the estimated time and the rates stated in the quotation as well as a 'item' disbursements to cover any costs not included in the rates states, such as travelling and accommodation.
- 17.2 If for the item 'services' an all-in amount has been agreed, this amount will be invoiced to the Buyer as advances in equal monthly instalments during the terms of the assignment and the disbursements incurred will be charged every month.
- 17.3 If no all-in amount has been agreed for the item 'services', the costs will be charged every month based on the actual time spent and the rates stated in the quotation as well as the disbursements incurred.

Article 18. Staff in the Execution of Assignment

- 18.1 Orient Technologies will at all times have the right to change the composition of a team. Orient Technologies undertakes to maintain the continuity of the work and the team's agreed expertise. Orient Technologies will consult with the Buyer about changing the team's composition.
- 18.2 The provisions contained in 18.1 apply also if third parties are involved in the execution of the assignment.
- 18.3 During the execution of the assignment and for one year after completion of the assignment neither Orient Technologies nor the Buyer may hire employees of the other party (including any third parties engaged by Orient Technologies) or to discuss employment with these employees, unless the other has given its explicit written consent in advance.

Article 19. Execution of the Assignment

- 19.1 Orient Technologies will make every effort to execute the services to be rendered as a good contractor.
- 19.2 The results of the use of the studies performed and the advice rendered by Orient Technologies depend on many factors beyond Orient Technologies' control. Although assignments are executed to the best of Orient Technologies' insight and ability in accordance with good professional standards, Orient Technologies does not give any guarantees about the results of the studies performed and advice rendered by Orient Technologies. Orient Technologies is under a best-efforts obligation and is not liable for loss or damage.

Article 20. Additional Work

- 20.1 Any additional work will automatically affect the agreed price and the agreed time of delivery, such for the Buyer's account and risk.
- 20.2 Insofar as possible Orient Technologies will notify the Buyer as soon as possible in writing of additional work. The Buyer will be deemed to agree to the execution of such additional work, the related costs and any necessary adjustments to the adjusted delivery time unless the Buyer objects in writing prior to commencement of the execution of the additional work and at any rate within five days of said notice by Orient Technologies.
- 20.3 Additional work and adjusted delivery times do not entitle the Buyer to premature termination of the agreement.

Article 21. Premature Termination of Assignment

- 21.1 If Orient Technologies or the Buyer holds the view that Orient Technologies does not or cannot execute the work according to the quotation, the order confirmation, the agreement or any further specifications, the parties will consult.
- 22.2 If the parties fail to reach agreement, either party will have the right to terminate the agreement prematurely, with due observance of a three-month notice period, with the exception of assignments with a term of less than two months. In the event of premature termination in accordance with the preceding sentence the Buyer will owe Orient Technologies the fee agreed for services until the date on which the date ends.
- 22.3 If the agreement is terminated by the Buyer, he will also reimburse Orient Technologies for the costs related to the reserved capacity and employment of personnel for three months after the date on which the agreement ends.

These general terms and conditions of sale and delivery have been filed with the Chamber of Commerce at Eindhoven (the Netherlands) under number 17062599.