

## GENERAL TERMS AND CONDITIONS OF DELIVERY SMART2TEST B.V.

### 1. General – Scope of application

- 1.1 These General conditions of Delivery cover, and form integral part of, all offers, oral and written, Agreements and the performance thereof and negotiations thereon, all further agreements resulting there from or connected thereto, including additional orders, any action taken to prepare an Agreement, orders and the confirmation and execution of those orders, the supply and delivery of any Goods to the Customer and all other legal relationships between Smart2Test and the Customer.
- 1.2 The applicability of any general terms and conditions used by a Customer is hereby expressly rejected.
- 1.3 Contrary to the provisions of the preceding sub-section, terms and conditions of the Customer may be applicable subject to express and unambiguous written consent from Smart2Test. A Customer that has previously contracted with Smart2Test on other terms and conditions agrees to the applicability of these General conditions of Delivery to subsequent Agreements with Smart2Test.
- 1.4 These General conditions of Delivery are not applicable in the event that Smart2Test acts as purchaser of goods and/or services vis-a-vis the Customer.

### 2. Offer and acceptance

- 2.1 All offers to enter into an Agreement made by Smart2Test are without prejudice, unless the offer or quotation includes a period for acceptance. Smart2Test is not bound by an offer or a quotation if the Customer must reasonably understand that the offer or quotation contains an obvious mistake or error. If Smart2Test and Customer have agreed on a currency other than euro, exchange rate changes with respect to the euro will be for the risk and account of the Customer.
- 2.2 Offers and quotations made by Smart2Test expire after 30 working days, unless Smart2Test expressly stipulates otherwise.
- 2.3 Offers and quotations can only be accepted by the Customer in writing, unless Smart2Test expressly permits oral acceptance.
- 2.4 An Agreement shall only be deemed to be concluded upon (i) written confirmation by Smart2Test or the Customer of the oral agreement reached between Smart2Test and the Customer, provided that the other party does not object to any of the key terms stated in said written confirmation within a period of 7 days; (ii) a quotation or confirmation being signed for approval by Smart2Test and the Customer; or (iii) upon the start by Smart2Test of its performance under the Agreement in a way that is discernible to the Customer, unless the Customer immediately objects in writing.
- 2.5 Orders and changes to orders by Customer shall only bind Smart2Test if they have been confirmed in writing by Smart2Test. Smart2Test is entitled to refuse any order, including additional orders, without any explanation and without being liable for any damages that directly or indirectly result from such refusal.
- 2.6 The scope of the obligations of the parties is contained exclusively within the order confirmation as drafted by Smart2Test, unless specifically agreed otherwise in writing.
- 2.7 Upon Smart2Test's first request, Customer shall return all documentation and samples made available to it in relation to an offer or quotation to Smart2Test.
- 2.8 Technical changes are reserved, in particular minor improvements and differences in industry-standard dimensions, weight and size, in so far as they are reasonable for the customer and in so far as these changes are reasonable in view of the mutual interests.
- 2.9 The Customer commits that it will check this order confirmation for correctness immediately after receiving it, in particular whether it corresponds to the order.

### 3. Prices and payment

- 3.1 Unless otherwise agreed to in writing, all prices quoted for the Goods and charges that Smart2Test invoices, are calculated on an Ex Works basis, from Almere, the Netherlands (EXW, Incoterms 2010).
- 3.2 Any additional costs, in particular insurance costs, export and import duties, and any costs related to permits, banking costs etc. are for the Customer's account. In the event delivery takes place more than 4 months after conclusion of the agreement we will have the right to increase the agreed price within reason, if the prices of material costs, market prices or other costs that have an impact on our goods increase in the period between the conclusion of the contract and the delivery. The customer only has the right to cancel the order and withdraw from the agreement if the price increase exceeds 10%. The above does not apply to agreed fixed prices. If there is no deviating agreement, in the event we install or assemble the devices delivered on site we will have the right to charge the costs of these additional services to the customer and set them off on a proportionate basis.
- 3.3 The customer must pay all invoices of Smart2Test, with the exclusion of the Customers' right of set-off or postponement, within 30 days of the date of the invoice in the way as indicated by Smart2Test and in the currency as set out on the invoice. The obligation for the customer to pay shall continue to exist, even if the customer has reached a third party arrangement in respect of payments and / or engages third parties for the payments.
- 3.4 Smart2Test is entitled to send invoices by e-invoicing, in accordance with the applicable legal requirements. customer accepts the option of Smart2Test to use e-invoicing. By accepting the option of e-invoicing, customer also accepts that it shall no longer receive paper invoices from Smart2Test.
- 3.5 The customer is deemed to have accepted the invoice if it has not objected to the same in writing within 10 days of the date of the invoice.
- 3.6 Smart2Test may at its sole discretion require, either at the time of conclusion of the Agreement or at any later point in time during the term of the Agreement, that the Customer shall provide an adequate form of security such as a bank guarantee, pay a deposit, or provide any other appropriate form of security to guarantee compliance with its obligations under the Agreement. If Smart2Test demands security from the Customer, Smart2Test may postpone its (further) performance of the Agreement until such security has been provided.
- 3.7 The Customer shall be in default by operation of law, without the need to be served with any demand or notice of default, merely by failing to make payment in full within the specified term. If payment is not received or not received in full by Smart2Test within the specified term, Customer is liable for the annual statutory commercial interest rate from the date that the sum owed becomes due and payable until such time as payment is made by the Customer in full, whereby part of a month shall be regarded as a full month, notwithstanding any other rights of Smart2Test. In the event that Customer is in default, all claims on the Customer shall become immediately due and payable.
- 3.8 If Customer is in default on the performance of its obligations, then Customer shall be liable for all reasonable costs for the extrajudicial debt collection. The extrajudicial debt collection costs being a minimum of 15% of the amount due by the Customer to Smart2Test with a minimum of € 125, increased by the interest as stipulated in the previous clause. If the Franchisee fails to make timely payment, it shall also be liable to Smart2Test for all judicial and extra-judicial costs actually incurred including but not limited to the costs of lawyers and other experts.
- 3.9 All payments by Customer, shall be used first to pay for the owed interest, then for debt collection costs, excluding the judicial costs. Only after payment of these sums, a payment by Customer shall be used to pay for the owed sum, whereby the oldest invoice will be settled first.

- 3.10 If the Customer fails to comply with its (payment) obligations under the Agreement in part or in full, or if it fails to comply with a request to pay in advance or provide an adequate guarantee, Smart2Test is entitled to suspend the performance of its obligations under the Agreement or, if the Customer is clearly unwilling to comply with its obligations, to terminate the Agreement.
- 3.11 The total owed sum is due and payable immediately upon failure to promptly pay an agreed payment on its due date, or if the Customer is declared bankrupt, applies for suspension of payments, is put under receivership, is subjected to attachment or liquidates its business.

#### **4. Cancellation of Orders**

- 4.1 Orders can be cancelled by the Customer in writing within seven (7) days of the date of Smart2Test's order confirmation.
- 4.2 The customer owes Smart2Test a compensation of 50% of the total purchase price which shall be payable on first demand, notwithstanding the right of Smart2Test to receive full compensation of damages, if the customer:
- (a) cancels the placed orders after the expiration of the term mentioned in clause 6.1;
  - (b) does not entirely or in due time purchases the placed orders or in case of partially purchase of the placed orders.
- 4.3 The customer indemnifies Smart2Test in respect of any claim by a third party contracted to perform any part of the agreement for loss, including future loss, suffered by such third party as a result of cancellation by the customer.

#### **5. Delivery and Transport**

- 5.1 Unless otherwise agreed, delivery of the Goods will take place Ex Works at the premises of Smart2Test in Almere or upon delivery of the goods to the Customer, whether or not through the involvement of any third party. All delivery conditions are in accordance with Incoterms 2010.
- 5.2 The Goods are deemed to have been delivered Ex Works, at the premises of Smart2Test in Almere, at the moment when they are made available on Smart2Test's property for collection by, or on behalf of, the customer, or at such earlier time when they are actually collected by, or on behalf of, the customer. In the event that goods are to be transported to the customer by a third party, they are deemed to have been delivered at the time they are transferred to such third party, being before they are actually loaded. In the event that the goods are transported by Smart2Test, they are deemed to have been delivered at the moment that they actually arrive at the customer's place of business or such other agreed location for delivery.
- 5.3 The risk passes to the customer as soon as the shipment is made available to the customer.
- 5.4 The shipment, loading and unloading of the goods by Smart2Test or a third party, including a specialist haulage company, shall be at the risk and expense of the customer, unless specifically agreed otherwise in writing.
- 5.5 Smart2Test is entitled to store the goods at the risk and expense of the customer if the shipment of the goods cannot go ahead for reasons beyond the influence of Smart2Test. Irrespective of the above, Smart2Test reserves the right to receive payment of the purchase price in full.
- 5.6 The customer must accept the goods from Smart2Test or from a third party engaged by Smart2Test at the moment that either of them delivers the goods to the customer or, in the case of delivery Ex Works, when the goods are made available to the customer.
- 5.7 All deadlines agreed by Smart2Test for performance of the agreement are determined by Smart2Test to the best of its knowledge on the basis of information known to Smart2Test when entering into the agreement and are never fatal deadlines. Smart2Test shall use its reasonable efforts to meet all agreed deadlines.
- 5.8 Mere expiry of a deadline shall not constitute an event of default of Smart2Test. Smart2Test shall only be in default for any such expiry after having been served a notice of default by the customer. In such notice the customer shall offer Smart2Test a reasonable deadline to perform the agreement. Should Smart2Test foresee to exceed any agreed deadline, Smart2Test and the customer shall consult one another as soon as possible. The customer is however not entitled to claim any damages or a penalty.
- 5.9 Only after written acceptance of an order by Smart2Test, after customer has made all information and materials required to perform the agreement available to Smart2Test and receipt by Smart2Test of any agreed pre-payment or security, a delivery period shall commence.
- 5.10 If delivery of the ordered goods is not made in time by Smart2Test due to circumstances beyond the influence of Smart2Test including, but not limited to, late delivery of the goods to Smart2Test by the manufacturer, then the delivery period shall be automatically extended by the length of the delay. Customer is in no event entitled to cancel the order or terminate the agreement when the late delivery is due to some direct or indirect involvement of the manufacturer of the goods. Smart2Test is entitled to make part-deliveries of the goods ordered by the customer where necessary. Each part delivery is deemed to be a separate delivery, subject to these General conditions of Delivery.
- 5.11 If the order is not dispatched or delivered within the delivery term indicated by us, the customer will be obliged to grant us a grace period of at least 6 weeks.
- 5.12 Smart2Test has the right to make partial deliveries in so far as this does not have an unreasonable effect for the customer. Each partial delivery is deemed to be a separate delivery to which these general terms of delivery apply.
- 5.13 The customer may not return the goods to Smart2Test without the specific prior written consent of Smart2Test. The customer may not return goods that are part of an additional order that is delivered from stock of Smart2Test.
- 5.14 In the event the customer finds itself in financial problems, in particular in case of objections when collecting cheques or bills of exchange or if a procedure for the issue of a sworn statement has been requested, or in the event a change has occurred - or may occur - in the customer's ownership structure we will have the right to deliver the goods only in part against immediate payment, even if other methods of payment have been agreed.

#### **6. Delivery and Transport**

- 6.1 All Goods delivered under the Agreement shall remain the property of Smart2Test until the Customer has properly performed all its obligations under the Agreement.
- 6.2 Goods delivered by Smart2Test, subject to the retention of title under this clause, shall not be resold and shall never be used as payment. The Customer shall not be entitled to pledge or otherwise encumber Goods which are subject to the retention of title.
- 6.3 The customer shall always do all that is reasonably necessary to protect the property rights of Smart2Test.
- 6.4 If third parties seize the goods delivered subject to retention of title or want to establish or exercise rights thereon, the customer shall be obliged to inform Smart2Test about this immediately.
- 6.5 The customer shall be obliged to insure and keep insured the goods delivered subject to retention of title for fire, explosion- and water damage and theft and provide the policy of this insurance for review at Smart2Test's first request. In the event of any payment under the insurance, Smart2Test will be entitled to receive these amounts. To the extent necessary, the customer commits itself in advance towards Smart2Test to cooperate with all that shall (appear) necessary or desirable for this.
- 6.6 In the event Smart2Test wants to exercise its property rights set out in this clause, the customer grants in advance unconditional and irrevocable permission to Smart2Test and third parties appointed by Smart2Test to enter all the places where the property of Smart2Test is located and to take these goods back.

## **7. Guarantees**

- 7.1 Save for changes as announced by Smart2Test to the customer in writing before delivery of the goods and the exclusions and limitations set out in this clause, Smart2Test warrants that the Goods are substantially suitable for the customer's intended purpose. It is the customer's responsibility to test or determine this before use or processing.
- 7.2 The suitability, classification and function of our goods are determined exclusively by the performance specifications in the order confirmation, even if these deviate from the order. If this is the case, the customer will have the right to point out any deviations from its order and reach agreement with Smart2Test in this respect within 2 weeks after receipt of our order confirmation. If the customer does not complain concerning the specifications in the order confirmation, these will be considered to have been accepted.
- 7.3 Permissible differences in the goods, including, but not limited to, acceptable technical changes, colour, size, finish and other quality standards, shall be accepted by the customer and shall not entitle the customer to suspend its obligations under the agreement, to terminate the agreement or pay a reduced purchase price.
- 7.4 The customer is obliged to report defects in writing immediately, but no later than one week after receipt of the goods. Defects that cannot be discovered even in case of meticulous inspection must be reported in writing immediately after they are discovered. The delivery papers that were handed over together with the goods must be sent to us in case of complaints. In the event the customer does not report defects to us or does so too late or if the goods have been modified after the defect was discovered or could have been discovered, the customer will consequently lose all guarantee rights and will no longer be able to invoke a defect in the performance.
- 7.5 Our guarantee does not apply in case of defects as a result of natural wear, in case of improper intervention by the customer or third parties, and in case of chemical or other unusual influences.
- 7.6 In so far as we are of the opinion that there are defective goods, we have the right, at our discretion and in compliance with our obligations, to resolve the defect or deliver a new product free from defects or to decide not to perform and dissolve all or part of the agreement and credit the customer a proportionate part of the invoice. Such without the customer being able to enforce any right to compensation on any basis whatsoever. When resolving defects, we are obliged to bear all costs that have to be incurred in this connection, in particular transport, travel, labour and material costs, in so far as these are not increased because the goods have been transferred to a place other than the original location. In the event a new product free from defects is delivered, the customer will be obliged to return the defective goods to us in advance, in which connection the necessary costs have to be borne by us. If the defect persists thereafter, the customer will have the right, at its own discretion, to demand a reduction of the purchase price, or to dissolve the agreement, without the customer also being able to enforce any right to compensation on any basis whatsoever.
- 7.7 The prescription period for claims in connection with defects is 12 months, calculated from the moment of risk transfer.
- 7.8 The customer cannot transfer the rights under this article.
- 7.9 The customer shall organize its business in such a way that the customer and Smart2Test are both able to comply with their respective obligations under applicable law in respect of product safety and recall. The customer shall promptly follow up all instructions given by Smart2Test if Smart2Test is required or decides, at its sole discretion, that (some of) the goods be taken out of the market, or that customers have to be warned or that any other measures should be taken in the light of any recall or other product safety matters, also if such instructions entail that the customer should cease the sale of the goods. If the customer is under an obligation to take any action regarding a recall of goods on the basis of any applicable legislation, then the customer shall timely inform Smart2Test in that respect and ask Smart2Test for any (further) instructions. The customer is not obliged to follow up any of Smart2Test's instructions if such instruction would be in violation of any applicable rules or regulations.

## **8. Force Majeure**

- 8.1 Smart2Test will not be obliged to perform any obligation in relation to the Customer if it is prevented from doing so as a result of circumstances which are not the result of culpability nor under law, legal act or general opinion of trade are for Smart2Test's account.
- 8.2 In these General conditions of Delivery, force majeure shall be defined - in addition to the meaning given to this term by statutory and case law - as the occurrence of any and all such foreseen or unforeseen external factors beyond Smart2Test's control as will impede Smart2Test from performing its obligations. Force majeure shall in any event include events such as war, armed conflict, terrorist attacks, rebellion, riots, nuclear reaction, Acts of God, volcano eruptions, fire, strikes or other industrial action by personnel of Smart2Test or its suppliers, excessive absenteeism, transport problems, power outages, or any power disconnection or closing of the premises or the buildings where Smart2Test undertakes its activities.
- 8.3 If any breach of the agreement cannot be attributed to either party due to the occurrence of an event of force majeure, the mutual obligations of the parties shall be suspended until such time as compliance with said obligations can be reasonably required again.
- 8.4 If any such suspension as a result of force majeure exceeds a period of 2 months, either party may terminate the Agreement immediately without prior notice of default or court order, and without being in any way liable to pay the other party any form of compensation.
- 8.5 Insofar that Smart2Test has, at the time of occurrence of the event of force majeure, already performed part of its obligations under the agreement and this partly performed part has a separate value, Smart2Test will be entitled to invoice this already performed part separately. The customer will be obliged to pay this invoice as if there was a separate agreement.

## **9. Intellectual Property Rights**

- 9.1 Unless expressly agreed otherwise, the designs, drawings, illustrations, descriptions, models and all other items protected by intellectual property rights that are supplied by or on behalf of Smart2Test remain in the ownership of Smart2Test, whether they have been supplied to the Customer or any third party. Any duplicating, copying, disclosure or supply of the same to any third party requires the specific written consent of Smart2Test.
- 9.2 All intellectual property rights to designs, drawings, illustrations, descriptions, models and all other items (including copyright, model rights, etc.) belong to Smart2Test.
- 9.3 If the goods are manufactured in a manner prescribed specifically by the customer or are delivered as special versions, it will assume responsibility for ensuring that the relevant version does not infringe the rights of third parties, in particular patents, utility models and other intellectual property rights. The customer indemnifies us against all possible claims (for compensation) on the part of third parties, damage and/or costs (including the full costs of conducting a defense) that may result from such an infringement.
- 9.4 Any breach of this provision renders the customer liable to a fixed penalty of € 50.000, to be increased with € 500 for each day that the breach continues, without prejudice to the right of Smart2Test to claim full compensation for direct and indirect loss.
- 9.5 Insofar as Smart2Test develops a product specifically for the Customer or carries out some other specific instruction, the intellectual property rights thereto belong to Smart2Test unless there is any specific written agreement to the contrary no later than at the time the Agreement is drawn up.

## **10. Termination**

- 10.1 Either party may rescind the agreement only if the other party has defaulted on a material obligation under the Agreement and, having been served notice of default containing a full and detailed description of the event of default and also providing for a reasonable grace period, fails to remedy said default.
- 10.2 Either party may terminate the agreement, or any part thereof, with immediate effect by giving written notice if the other party starts negotiations with any of its creditors or takes similar action with a view to rearrange its debts or any part thereof, or enters into a debt settlement agreement with its creditors, or applies for a suspension of payments, or applies for bankruptcy or is declared bankrupt. A party which terminates the Agreement on this basis shall in no circumstance be obliged to reimburse any funds already received or to pay any form of compensation.
- 10.3 In deviation from the non-mandatory rules of law that are in place, the customer may only terminate an agreement for the provision of services in any of the events stipulated in these General conditions of Delivery.

#### **11. Complaints**

- 11.1 Either party may rescind the agreement only if the other party has defaulted on a material obligation under the Agreement and, having been served notice of default containing a full and detailed description of the event of default and also providing for a reasonable grace period, fails to remedy said default.
- 11.2 Either party may terminate the agreement, or any part thereof, with immediate effect by giving written notice if the other party starts negotiations with any of its creditors or takes similar action with a view to rearrange its debts or any part thereof, or enters into a debt settlement agreement with its creditors, or applies for a suspension of payments, or applies for bankruptcy or is declared bankrupt. A party which terminates the Agreement on this basis shall in no circumstance be obliged to reimburse any funds already received or to pay any form of compensation.
- 11.3 In deviation from the non-mandatory rules of law that are in place, the customer may only terminate an agreement for the provision of services in any of the events stipulated in these General conditions of Delivery.

#### **12. Liability**

- 12.1 Smart2Test's total liability on any basis for any loss or damage shall be limited to compensate the direct loss or damage incurred by the customer, subject to a maximum amount equal to the price (exclusive of VAT) which has been agreed for the part directly related to the breach. In no event shall the total amount of compensation for any such direct loss or damage exceed € 100,000. Direct loss or damage shall exclusively comprise:
  - (a) reasonable costs incurred by the Customer to have Smart2Test's defective performance remedied so as to conform to the Agreement;
  - (b) reasonable costs incurred by the Customer to prevent or mitigate any direct loss or damage as referred to in this Agreement;
  - (c) reasonable costs incurred by the Customer to identify the cause and extent of any direct loss or damage as referred to in these General conditions of Delivery.
- 12.2 Smart2Test will not be liable whatsoever for any indirect loss or damage, including, but not limited to consequential loss or damage, loss of business, loss of turnover or profit, lost savings, damage caused by business interruptions, harm to the Customer's name or reputation, loss of goodwill, loss or corruption, loss or damage arising in connection with the use of items belonging to the Customer or third parties and employees employed by the Customer, loss or damage arising in connection with Smart2Test retaining the services of third parties on the Customer's instructions, theft, destruction or damage to items of property belonging to the Customer or any of its employees, subcontractors or authorized visitors, loss or damage caused by any breakdown or improper functioning of connections, or by the inferior quality of connections, regardless of whether these have been installed by Smart2Test or any third parties and all loss or damage other than as set out in this clause.
- 12.3 The limitations of liability stipulated by Smart2Test in the previous paragraphs of this clause shall not apply if and to the extent that the loss or damage results from any intentional act (*opzet*) or gross negligence (*grove schuld*) on the part of Smart2Test.
- 12.4 Smart2Test shall only be liable for breach of Agreement if Smart2Test fails to remedy its breach after having been served promptly, i.e. within 48 hours of performance of (the relevant part) of the Agreement, at the latest, with a written notice of default containing a full and detailed description of the breach and providing for a reasonable grace period. Should the Customer fail to serve notice of default within the term referred to above, the Customer shall forfeit its right to file any claims against Smart2Test for breach of Agreement. All claims for damages against Smart2Test shall be subject to a limitation period of 12 months.
- 12.5 The customer shall be liable to Smart2Test, its employees and/or third parties hired or allowed access by Smart2Test for any loss or damage in the event of death, physical or mental injury caused by the Customer or any third parties hired by the Customer and for any theft, destruction or damage to items of property belonging to Smart2Test, its employees and/or third parties hired or allowed access by Smart2Test.
- 12.6 The provisions of this clause shall also inure to the benefit of all individuals and legal entities engaged by Smart2Test in the performance of the agreement.
- 12.7 In the event the customer exports our goods to areas outside the Netherlands, we do not accept liability if our goods infringe the rights of third parties. The customer indemnifies us against all possible claims on the part of third parties, damage and/or costs (including the full costs of conducting a defence) that may result from such export of our goods, which we have not delivered expressly for export.

#### **13. Indemnity**

The customer shall fully indemnify and hold Smart2Test and all employees supplied by Smart2Test to the customer harmless from any and all claims filed by third parties who suffer damage in connection with the performance of the agreement on grounds which are attributable to another than Smart2Test.

#### **14. Other obligations of Customer**

- 14.1 The customer shall timely provide Smart2Test with all data and information, indicated by Smart2Test as being required or of which the customer reasonably should know that these are required for the performance of the agreement, shall render its full-cooperation, including to grant timely, free and unrestricted access to all premises and areas and ensure that Smart2Test can make use of all workspace and related facilities reasonably required to perform the agreement. The customer shall ensure that all staff engaged to cooperate in performing the agreement have the requisite expertise, experience, qualifications and know-how.
- 14.2 If the customer fails to comply with its obligations under clause 14.1 or if the customer complies late or otherwise defaults on its obligations, Smart2Test is entitled to postpone performance of the agreement in full or in part and charge the customer for all costs incurred at its customary rates. The term of delivery does not start until the customer has provided the data or information to Smart2Test.
- 14.3 The customer warrants that the workspace and facilities supplied under clause 14.1 comply with all applicable (statutory) occupational health and safety requirements as referred to in article 7:658 of the Dutch Civil Code. The customer shall indemnify and hold

Smart2Test harmless from and against any claims filed by third parties, including Smart2Test staff, on the grounds of any breach of this warranty.

**15. Miscellaneous**

- 15.1 Any departure from or exclusion of these General conditions of Delivery shall be valid only with the express and written consent of Smart2Test.
- 15.2 If any of the provisions hereof prove to be invalid or unenforceable at any time, the remaining provisions shall continue to be in force and effect to the fullest extent possible. Smart2Test and the customer shall do their utmost to reach agreement about a new provision which approximates the invalid or unenforceable provision as closely as possible in terms of both meaning and purpose.
- 15.3 The customer may not assign any of its rights and obligations under the agreement without the prior written consent of Smart2Test.
- 15.4 Notices and other communications required in relation to the agreement must be given or made in writing and be delivered in person or sent by fax, courier or registered mail to the addresses or fax numbers stated in the agreement or to any such other address as the addressee may report for that purpose in conformity with the provisions of this clause.
- 15.5 In case of any conflict or inconsistency between the Dutch-language version of these General conditions of Delivery and any translation hereof, the Dutch text shall prevail.
- 15.6 For the purpose of these General conditions of Delivery "in writing" shall include per fax and per email, unless expressly agreed otherwise.

**16. Applicable Law and Disputes**

- 16.1 The General conditions of Delivery, the Agreement and all other agreements resulting there from or connected thereto, as well as any dispute concerning the existence, validity or termination thereof, shall be governed and interpreted solely by Dutch law.
- 16.2 The Vienna Sales Convention shall not apply.
- 16.3 Any dispute concerning the Agreement or other agreements resulting there from or connected thereto, shall be brought in first instance only before the Court of Amsterdam or, at the discretion of Smart2Test, before the court with relevant jurisdiction for the address of the registered office of either Smart2Test or the customer.