Digitek Computer Products B.V.
Europalaan 21
NL-6199 AB Maastricht-Airport
Netherlands

Digitek Computer Products B.V. General Terms and Conditions

1. Contents 1
2. Article 1: Definitions and scope 2
3. Article 2: Offer 3
4. Article 3: Agreement 3
5. Article 4: Delivery and delivery period 3
6. Article 5: Complaints 4
7. Article 6: Lien, retention of title, and power of disposal 4
8. Article 7: Force majeure 5
9. Article 8: Warranty 5
10. Article 9: Advice 6
11. Article 10: Payment, fees, and credit limit 6
12. Article 11: Suspension and termination 7
13. Article 12: Liability, insurance, and indemnity 7
14. Article 13: Risk 8
15. Article 14: Intellectual property 8
16. Article 15: Other provisions, applicable law, and disputes 9

admin@digitekbv.com Chamber of Commerce number: 34151332 Deutsche Bank Nederland N.V. BIC / Swift: DEUTNL2A
www.digitekbv.com VAT number: NL-8097.88.287.B01 Account number: 31.98.07.517 IBAN: NL07 DEUT 0319 8075 17

Article 1. DEFINITIONS AND SCOPE (contents)

1.1 For the purposes of these Terms and Conditions, the following definitions apply:
Offer: any offer from Digitek to the Customer to enter into an Agreement, the offer having been sent by Digitek electronically (by e-mail) to the Customer and/or placed by Digitek on its website
Terms and Conditions: the present general terms and conditions of Digitek, which apply to the Agreement
Defect: the case where the product or service is not complete and/or does not meet the specifications and/or does not possess the properties explicitly confirmed in writing by Digitek to the Customer before or upon the conclusion of the Agreement
Delivery: the products delivered, in whole or part, by Digitek to the Customer or the services performed for the Customer, pursuant to the Agreement
Digitek: the private limited liability company Digitek Computer Products BV, with its registered office and principal place of business at Europalaan 21, 6199 AB Maastricht-Airport, Netherlands (Chamber of Commerce number 34151332)
Party/Parties: Digitek and/or the Customer
Customer: any natural person, government body, or legal entity to which the Offer made by Digitek is addressed, to which the Delivery is made by Digitek, to which Digitek has provided advice, and/or with which Digitek has entered into an Agreement
Agreement: any Agreement concluded between Digitek and the Customer, including any amendments or supplements thereto
RMA Policy: Return Merchandise Authorization, Digitek's policy on the return of goods, as applicable to each Agreement
In Writing: correspondence by registered letter, bailiff's writ, regular post, fax, or electronic means (such as e-mail or web form); in the case of an e-mail or web form, this is deemed to be In Writing only if the other Party confirms that it has agreed to and/or read it, whether it has sent a read receipt or not
Supplier: the Party from which Digitek purchases the goods that Digitek offers or the supplier that Digitek otherwise engages in the performance of the Agreement.

1.2 If Digitek knowingly or unknowingly does not invoke any provision of these Terms and Conditions at any point, this does not affect its right to invoke them at a later stage.

1.3 The applicability of the Customer's general terms and conditions is expressly excluded.

1.4 If any of the provisions of these Terms and Conditions are, in whole or in part, void or nullified at any time, the remainder of these Terms and Conditions remains fully applicable. Digitek and the Customer will then enter into consultation with a view to agreeing on new provisions to replace the void or nullified provisions, taking into account the purpose and scope of the original provisions as far as possible.

1.5 If there is any ambiguity surrounding the interpretation of one or more provisions of these Terms and Conditions, the explanation must be provided in accordance with the spirit of these provisions.

1.6 If a situation arises between the Parties that is not regulated in these Terms and Conditions, then the situation should be evaluated within the spirit of these Terms and Conditions.

1.7 In the event of any conflict between the Agreement and the Terms and Conditions, the Agreement prevails.

admin@digitekbv.com Chamber of Commerce number: 34151332 Deutsche Bank Nederland N.V. BIC / Swift: DEUTNL2A
www.digitekbv.com VAT number: NL-8097.88.287.B01 Account number: 31.98.07.517 IBAN: NL07 DEUT 0319 8075 17

1.8 These Terms and Conditions also form part of any other agreement and future agreements between Digitek and the Customer resulting from the Agreement.

Article 2. OFFER (contents)

2.1 Any Offer by Digitek is without obligation, unless expressly provided otherwise In Writing. An Offer is valid for as long as stock lasts and subject to price increases and/or changes.
2.2 Digitek may not be bound by its Offer if the Offer, or any part thereof, contains a manifest error or mistake.
2.3 The prices quoted in the Offer are in euros, excluding VAT and other government charges. Any costs to be incurred in the framework of the Agreement will be charged to the Customer. The order confirmation will include the applicable delivery costs.
2.4 If and to the extent that the Offer contains composite products and prices, Digitek is not obliged to deliver part of the goods included in the Offer at a corresponding part of the price quoted, nor is the Offer automatically applicable to further orders.

Article 3. AGREEMENT (contents)

3.1 An Agreement is concluded only when the Customer accepts an Offer and Digitek confirms this acceptance In Writing.
3.2 If the acceptance deviates from the Offer, even if only on minor points, Digitek is not bound by it. The Agreement is not concluded in accordance with this derogating acceptance unless Digitek states otherwise In Writing.
3.3 Once the Agreement is concluded, the Agreement may be amended or cancelled only if and in so far as Digitek agrees to this In Writing. If the Agreement is amended or cancelled with Digitek's agreement, the Customer shall reimburse Digitek for all associated costs incurred. If an amendment to the Agreement has been agreed, Digitek has the right to deviate from previously estimated delivery periods and lead times in so far as it deems necessary to comply with the Agreement in its amended form.

Article 4. DELIVERY AND DELIVERY PERIOD (contents)

4.1 Digitek strives to deliver goods sold within the estimated delivery period. Any delivery periods provided are not binding.
4.2 Delivery is deemed to have occurred if the goods have been dispatched by a carrier engaged by Digitek and the goods have been unloaded and signed for receipt at the delivery address or if the goods have been transported by Digitek itself and the goods have been unloaded and signed for receipt at the specified address or if the goods sold have been collected by or on behalf of the Customer and signed for receipt.
4.3 If delivery cannot occur until later than the estimated delivery period, then the Customer shall allow Digitek a reasonable additional period of at least four weeks to proceed with delivery (in accordance with the provisions of the following paragraph). Delivery later than the estimated delivery period by Digitek does not entitle the Customer to any

admin@digitekbv.com Chamber of Commerce number: 34151332 Deutsche Bank Nederland N.V. BIC / Swift: DEUTNL2A
www.digitekbv.com VAT number: NL-8097.88.287.B01 Account number: 31.98.07.517 IBAN: NL07 DEUT 0319 8075 17

compensation for the direct or indirect damage or consequential damage suffered by it.

4.4 If delivery occurs later than the estimated delivery period, the Customer may hold Digitek in default In Writing by registered letter and set Digitek a time limit to perform delivery in accordance with the provisions of the preceding paragraph. Once the abovementioned time limit expires – being no earlier than four weeks – the Customer may terminate the Agreement, without any entitlement to compensation from Digitek. Even if the Customer still requires performance, it is never entitled to compensation for any direct or indirect damage or consequential damage suffered by it.

Article 5. COMPLAINTS (contents)

5.1 Any complaints relating to the Delivery by Digitek – including but not limited to shortages, deficiencies, and damage – must be reported to Digitek within twenty-four (24) hours, with confirmation In Writing within the same period, including full details of the nature and extent of the complaint, in the absence of which the goods are deemed to have reached the Customer in full, in good order, and free of damage.

5.2 If Digitek finds that a complaint is justified, then Digitek is entitled to retrieve the goods (which may or may not be returned by the Customer), if such goods have been paid for, and to provide equivalent replacement goods or reimburse the Customer up to the invoice value of the original Delivery by Digitek, the preferred option being at Digitek's discretion in the broadest sense of the word. Digitek is liable for further damage only up to the amount covered by any corporate liability insurance it has taken out and in so far as the insurer pays out.

5.3 If it is established that a Complaint is at the expense and risk of a Supplier of Digitek, Digitek will enter into consultation with the Supplier. The outcome of the consultation between Digitek and the Supplier determines how the Complaint will be handled, and the Customer is bound by this.

5.4 Minor differences in the quality, size, weight, or suitability of the Delivery, as determined solely by Digitek in comparison with the written Agreement, do not give rise to any grounds for a Complaint.

5.5 Digitek's RMA Policy applies to the reporting and handling of Complaints and any associated compensation. The RMA Policy can be viewed on the Digitek RMA portal (available through the Digitek online store) or can be obtained free of charge from Digitek.

5.6 Any queries relating to an invoice must be submitted to Digitek In Writing within seven (7) days of the invoice date, after which time the associated claims expire.

Article 6. LIEN, RETENTION OF TITLE, AND POWER OF DISPOSAL (contents)

6.1 Digitek has a right of retention on all goods in the custody of Digitek for on behalf of the Customer, regardless of the cause or reason, until such time as the Customer has fulfilled all of its obligations toward Digitek.

6.2 Digitek is entitled to demand advance payment for the goods to be delivered by it at any time. Every Delivery by Digitek remains its property until the Customer has fully paid

admin@digitekbv.com Chamber of Commerce number: 34151332 Deutsche Bank Nederland N.V. BIC / Swift: DEUTNL2A
www.digitekbv.com VAT number: NL-8097.88.287.B01 Account number: 31.98.07.517 IBAN: NL07 DEUT 0319 8075 17

all outstanding invoices, plus interest and charges, including invoices relating to previously delivered goods, as well as claims relating to a failure to comply with the Agreement or previous Agreements. The Customer is not entitled to dispose of the goods in any way, including in the course of its trade or business, nor is it entitled to transfer or make available the goods to a third party, or otherwise use, dispose of, or encumber the goods in question, without prior permission In Writing from Digitek.

Article 7. FORCE MAJEURE (contents)

7.1 In the event of force majeure on the part of Digitek, Digitek is entitled to suspend the implementation of the Agreement or to dissolve the Agreement in whole or in part. Digitek is not liable toward the Customer for any damages in such case.

7.2 Force majeure in any case includes, but is not limited to: strike or incapacity for work by one of Digitek's employees and/or drivers, in so far as substitution is not reasonably possible, measures and/or prohibitions and/or changes to the law by the Dutch and/or a foreign government, collapse of the market (including online) or economic crisis, terrorist attacks, cyberattacks, financial crisis, unforeseeable or foreseeable traffic obstructions (road, water, rail, or air), accident(s) involving a means of transport used by one of Digitek's employees and/or drivers, unforeseen technical problems in such means of transport or products, riot, war, unforeseeable or predictable customs barriers, boycotts, blockades, natural disasters, pandemics, epidemics, shortage of raw materials, extreme weather conditions, fire, theft of materials required to perform the Agreement, and any circumstances that prevent Digitek from performing the Agreement properly or on time, including if one of the abovementioned cases affects a Supplier.

7.3 In the event of force majeure, the Customer is not entitled to dissolve the Agreement until two months after the force majeure began.

Article 8. WARRANTY (contents)

8.1 Digitek warrants that the Delivery is reliable, in accordance with what the Customer may reasonably expect under the Agreement. If Defects nevertheless occur in the Delivery by Digitek as a result of manufacturing, material, packaging, and/or transport errors, Digitek will replace all or part of the Delivery or apply a reasonable price reduction, the preferred option being at Digitek's sole discretion. This warranty is valid only for the period during which Digitek may claim on the warranty of its Supplier of the goods in question, but never longer than six (6) months.

8.2 Digitek is a wholesaler and not a producer of goods. Digitek only provides a warranty for Delivery by it if and in so far as the manufacturer or Supplier of the Delivery has provided a warranty. The manufacturer's warranty terms & conditions and procedures can be found on the goods and on the website of the manufacturer or Supplier of the goods. A warranty cannot be invoked in the event of a failure by the Customer to fulfil an obligation arising under the Agreement concluded with Digitek. In the event that Digitek does provide a warranty on the Delivery in a situation where no manufacturer's warranty applies, this will be done purely out of courtesy. In such case, Digitek can never be required to provide a warranty.

admin@digitekbv.com Chamber of Commerce number: 34151332 Deutsche Bank Nederland N.V. BIC / Swift: DEUTNL2A
www.digitekbv.com VAT number: NL-8097.88.287.B01 Account number: 31.98.07.517 IBAN: NL07 DEUT 0319 8075 17

8.3 In any event, the warranty does not cover Defects that occur through or result wholly or partially from:
- normal wear and tear
- influence of weather conditions
- failure by the Customer of its staff to follow instructions
- failure by the final end user or its staff, other than the Customer, to comply with instructions and/or regulations
- use other than the normal intended use
- improper maintenance or use by the Customer
- changes to the goods, including repairs made without Digitek's permission In Writing
- the application of any governmental regulation on the nature or quality of materials
- items provided by the Customer to Digitek for the purpose of processing or performing an order or that have been used in consultation with the Customer
- parts obtained by Digitek of third parties, in so far as such third parties have not provided any warranty to Digitek
- situations in which the original invoice cannot be submitted, is modified, or is deemed illegible
- damage caused by deliberate action, negligence, or gross carelessness.

Article 9. ADVICE (contents)

9.1 Any advice provided, communications issued, and declarations made by Digitek concerning aspects such as the properties of the Delivery by Digitek are provided as non-binding information and Digitek may not be bound by them. Advice is provided under the Customer's responsibility. Digitek provides no warranty in this respect.

9.2 Digitek is not liable for any direct or indirect damage, in any form and on any basis, resulting from the provision of information and/or advice by Digitek. The Customer indemnifies Digitek against all claims made by third parties in this respect, unless they are attributable to intent or gross negligence by Digitek.

Article 10. PAYMENT, FEES, AND CREDIT LIMIT (contents)

10.1 The Customer shall pay all invoices from Digitek, without discount unless otherwise agreed In Writing, within the term specified on the invoices, in a manner specified by Digitek and in the currency in which they are invoiced, unless otherwise specified In Writing by Digitek. Digitek is also entitled to invoice periodically. If no payment term is specified, invoices must be paid within eight days of the invoice date.

10.2 Any payment by the Customer must be made first against any interest due and against the costs of recovery, excluding judicial costs. Only after these amounts have been settled will any payment by the Customer be deducted from the principal outstanding claims, the oldest outstanding claim being paid off first.

10.3 In the event of late payment, the Customer automatically enters into default without notice and becomes liable for interest on the overdue amount of 1.5% per month, where part of a month is considered to be one whole month. In so far as the statutory

admin@digitekbv.com Chamber of Commerce number: 34151332 Deutsche Bank Nederland N.V. BIC / Swift: DEUTNL2A
www.digitekbv.com VAT number: NL-8097.88.287.B01 Account number: 31.98.07.517 IBAN: NL07 DEUT 0319 8075 17

(commercial) interest rate is higher than the abovementioned rate, the higher rate applies.

10.4 The Customer has no right to set-off or suspension of payment.

10.5 Digitek is entitled to pass on any additional external costs, price increases, and price changes to the Customer.

10.6 If the Customer does not pay in full or at all and there is therefore an attributable failure to perform its obligations, all extrajudicial costs incurred in recovering payment are borne by the Customer, including solicitors' fees incurred. The extrajudicial costs are at least 15% of the principal amounts due, subject to a minimum of €500.00.

10.7 A new Customer must pay for its first three Orders in advance. Thereafter, Orders and payments can in principle be made on account, subject to a credit limit. If there is no credit limit set or if it has been exceeded, the Customer must pay in advance.

Article 11. SUSPENSION AND TERMINATION (contents)

11.1 If the Customer fails to perform one or more of its obligations under the Agreement concluded with Digitek, whether not on time, properly, or at all, Digitek is entitled to suspend or immediately terminate its obligations toward the Customer, without notice of default or judicial intervention being required and without liability for any damage, by giving notice In Writing to the Customer, without prejudice to all other rights vested in Digitek.

11.2 If, at the time of the termination, the Customer has performed some of its obligations under of the Agreement, the Agreement will be dissolved only in part and only for the part that had not yet been performed by Digitek. Amounts invoiced by Digitek before termination in connection with what it had performed or provided under the Agreement remain due and fall immediately due at the time of the termination.

11.3 All claims by Digitek become immediately payable in full if the Customer fails to fulfil its obligations or in the event of its bankruptcy or suspension of payment or if the Customer loses or is at risk of losing, for whatever reason, free disposal of its assets or part thereof. In such case, Digitek is entitled to dissolve or suspend the Agreement, in whole or in part, without prejudice to its right to compensation, with immediate effect and without judicial intervention required, by means of notice In Writing to the Customer.

Article 12. LIABILITY, INSURANCE, AND INDEMNITY (contents)

12.1 If Digitek is held liable, this liability is limited to what is provided for in this provision.

12.2 Digitek is not liable for damage of any kind caused by Digitek's reliance on incorrect and/or incomplete data provided by or on behalf of the Customer.

12.3 Digitek's liability is always limited to a maximum of the amount paid out by its professional or corporate liability insurance for the claim in question.

12.4 Digitek is only liable for direct damage. If Digitek is liable toward the Customer in accordance with the foregoing and is required to pay damages, the obligation to pay damages is limited to compensation for direct damage and up to the invoice value of the order, at least up to the part of the order to which the liability relates.

admin@digitekbv.com Chamber of Commerce number: 34151332 Deutsche Bank Nederland N.V. BIC / Swift: DEUTNL2A
www.digitekbv.com VAT number: NL-8097.88.287.B01 Account number: 31.98.07.517 IBAN: NL07 DEUT 0319 8075 17

12.5 Direct damage is understood only to refer to: i) the reasonable cost of determining the cause and extent of the damage, in so far as that the determination relates to loss within the meaning of these Terms and Conditions, ii) the reasonable costs (if any) incurred in making Digitek's defective performance comply with the Agreement, in so far as this is attributable to Digitek, and iii) reasonable costs incurred in preventing or limiting damage, in so far as the Customer demonstrates that these costs have led to the limitation of direct damage as referred to in these Terms and Conditions.

12.6 Liability for other consequential and property damage in any form is excluded, including but not limited to renting/purchasing a replacement product, loss of revenue and/or profit, corrupted or deleted data or materials, damage caused by business stagnation, or damage caused by third party claims.

12.7 Any claim that the Customer makes against Digitek lapses twelve (12) months after that claim has arisen and in any case twelve (12) months after delivery by Digitek, regardless of the legal basis of the claim.

12.8 The Customer fully indemnifies Digitek and the third parties engaged by Digitek against all claims made by third parties against Digitek arising from the performance of the Agreement by Digitek, including where the third parties asserting the claim are engaged by Digitek.

Article 13. RISK (contents)

13.1 During shipment, within or outside the Netherlands, the risk of theft, damage, loss, damage, destruction, or deterioration is transferred to the Customer at the time that the goods are taken into the custody of the Customer, in consideration of the other provisions of this article.

13.2 The risk during transport on the Customer's site is borne at all times by the Customer, even while the carrier engaged by Digitek is still providing transport, unless the Customer can prove that the damage was caused by intent or gross negligence on the part of Digitek's management.

13.3 If Digitek has separated goods for the Customer from its other stock items but has not yet delivered them for whatever reason, or in the case of a return by the Customer, or if Digitek is holding goods on behalf of the Customer, e.g. for repair, inspection or testing, the risk of loss, theft, damage, destruction, or deterioration is borne by the Customer, unless the risk has been caused by intent or gross negligence on the part of Digitek's management.

13.4 In the event that Digitek is holding the Customer's goods for repair, inspection, testing, or other, and these goods need to be shipped or transported for whatever reason, the risk of loss, theft, damage, destruction, or deterioration is borne by the Customer.

Article 14. INTELLECTUAL PROPERTY (contents)

14.1 Digitek reserves its rights and powers under copyright law and other intellectual laws and regulations.

14.2 All intellectual property rights to the Delivery provided, developed, or made available to the Customer by Digitek are vested exclusively in Digitek.

admin@digitekbv.com Chamber of Commerce number: 34151332 Deutsche Bank Nederland N.V. BIC / Swift: DEUTNL2A
www.digitekbv.com VAT number: NL-8097.88.287.B01 Account number: 31.98.07.517 IBAN: NL07 DEUT 0319 8075 17

14.3 If Digitek deems it necessary, the Customer shall at Digitek's first request cooperate fully with the establishment of all intellectual property rights and, in so far as required, cooperate fully with the transfer of all intellectual property rights that may arise in the performance of the Agreement from the Customer to Digitek.

14.4 Digitek is entitled to use the knowledge gained in its performance of an Agreement for other purposes, provided that no strictly confidential information of the Customer is disclosed to third parties.

Article 15. OTHER PROVISIONS, APPLICABLE LAW, AND DISPUTES (contents)

15.1 For the duration of the Agreement and for a period of two years after its expiry, the Customer is prohibited from employing Digitek staff or otherwise engaging them in work on its own behalf, subject to a fine of €50,000 (fifty thousand euros) per violation, payable directly and without notice, without prejudice to the right to performance and all other rights conferred on Digitek by law.

15.2 The Customer is prohibited, both during and after this Agreement, from disclosing in any way to any third party, directly or indirectly, in any form and for any purpose, any information received under this Agreement in connection with Digitek's business or other confidential information, subject to a fine of €50,000 (fifty thousand euros) per violation, payable directly and without notice, without prejudice to the right to performance and all other rights conferred on Digitek by law. Confidential information means any information that Digitek identifies in writing as confidential, as well as any information that should reasonably be considered confidential.

15.3 The Parties shall act in good faith in the course of the performance of the Agreement.

15.4 All Agreements between Digitek and the Customer are governed solely by Dutch law, even for any performance in whole or in part outside of the Netherlands or if a Party involved in the legal relationship is domiciled there. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

15.5 Limburg Court has exclusive jurisdiction to hear disputes unless the law provides otherwise.

15.6 The Parties may not seek judicial redress until they have made every effort to settle a dispute by mutual agreement.

admin@digitekbv.com Chamber of Commerce number: 34151332 Deutsche Bank Nederland N.V. BIC / Swift: DEUTNL2A
www.digitekbv.com VAT number: NL-8097.88.287.B01 Account number: 31.98.07.517 IBAN: NL07 DEUT 0319 8075 17