

General terms and conditions Casino Locking Systems (professional clients)

Article 1. Applicability

- 1.1 Unless it has been agreed explicitly otherwise in writing, these general conditions shall apply for all our invitations to make an offer, offers and/or orders accepted by us : they shall prevail over any of the principal's general conditions whatsoever, even if these last conditions contain a provision about their exclusive applicability.
- 1.2 By giving an order the principal is considered to have agreed fully to the exclusive applicability of these general conditions.
- 1.3 In so far as necessary we hereby explicitly reject the applicability of any (general) conditions of the principal.

Article 2. Offers

- 2.1 All our offers shall be without obligation
- 2.2 All our offers shall retain their validity during a one month period, unless explicitly provided otherwise.
- 2.3 With regards to offers of which the principal should reasonably understand that the offer or any part thereof contains a clear mistake or clerical error, the principal cannot expect performance.
- 2.4 All our offers are based on delivery and/or execution under normal circumstances and during normal working hours.
- 2.5 Information provided in catalogues, illustrations, drawings, statements of weights and measurements, calculations and other particulars supplied by us shall not be except insofar as they have been included explicitly in a contract signed by us or a confirmation of sale signed by us.
- 2.6 If delivery or execution is to be effected in accordance with our technical drawings that are subject to the principal's approval, the delivery or execution shall be effected as soon as we have received these drawing approved by the principal.

Article 3. Ownership of designs

- 3.1 Drawings, calculations, descriptions, models and tools if applicable, that are furnished by us shall remain our property even if the principal has been charged for them and/or the order was accepted or executed by us. They may not be copied or otherwise multiplied nor provided or made available for inspection to third parties, unless needed to execute the agreement.

Article 4. Agreement

- 4.1 An agreement shall be concluded on the day the contract has been signed by us or, if applicable, on the day the confirmation of sale has been mailed or made available electronically by us to the principal on the day we have started carrying out the order.
- 4.2 Oral promises by and/or arrangement with our employees shall not be binding to us, unless confirmed by us in writing or electronically or we have started carrying out the order.
- 4.3 Pursuant to the agreement we shall have the right to charge the principal separately for any for any additional work we have carried out as soon as the amount to be charged for this work is known to us. Additional work shall mean any goods or services we shall supply and/or install either at the request of or by the order of the principal or by the order of third parties, or as a consequence of new or changed regulations, in addition to the goods or services supplied and/or installed pursuant to our offers, our confirmation of the order and/or agreement.

Article 5. Price

- 5.1 The prices given by us shall apply to delivery ex warehouse of our principal's place of business in the Netherlands, unless explicitly agreed otherwise.
- 5.2 All prices shall be in euro (EUR) and excluding VAT and other governmental levies and taxes, unless explicitly agreed otherwise.
- 5.3 In the case of orders inside the Netherlands of less than EUR 50,00 administration expenses shall be charged, the same applies to export orders under EUR 250,00

Article 6. Risk clause

- 6.1 The prices stated in our offers are based on the cost price elements applicable on the date of these offers.
- 6.2 If the prices of raw materials, material, equipment, parts, energy, wages, social insurance contributions, taxes, interest and/or other cost price elements are subject to any increase during the period between the date of offer and the date of delivery and/or completion of the work, we shall be entitled to raise the agreed price accordingly even if the cost price increases were foreseeable at the time of the offer.
- 6.3 The price increase due to currency fluctuations and changes against the Euro in the value of foreign currency in which any payment related to the delivery or execution is due, shall be for the account of the principal.

Article 7. Transport

- 7.1 Unless agreed otherwise in writing, the loading and unloading of the goods referred to in the agreement shall be at the risk and expense of the principal, for any shipments organised by us, even if the carrier has required a statement on the waybill that all damage during transport is at our risk.
- 7.2 Goods delivered by us are insured against transport damage with a franchise for the account of the principal of EUR 500,00 per event. The principal shall be responsible for the report of any damage to the carrier and the consignor within three days after the damage has been established or could reasonable have been established, and shall in any event on receipt of any damaged goods make a note on the relevant Waybill. Subject to approval by our insurer the principal will be compensated for the agreed loss.
- 7.3 We reserve the right to deliver ordered goods in consignments and to invoice each of them.
- 7.4 We shall arrange for the packaging of our goods free of charge in quantities and numbers to be determined by us, without any liability and without any obligation to return packaging, unless return is required pursuant to the EU Directive 94/62/EC on packaging and packaging waste.

Article 8. Delivery and terms of delivery.

- 8.1 The term of delivery and the delivery date respectively shall commence at the latest of the following events : (a) the day of execution of the agreement, (b) the day we received the documents, information, permits, exemptions, approvals and suchlike necessary to deliver and/or execute the order, (c) the day all requirements necessary for us to fulfil our obligations und the agreement have been met, (d) the day of receipt of the first instalment, if payment instalments have been agreed and the first instalment is due upon order.
- 8.2 Delivery periods stated by us are not to be considered at strict deadlines. In the case of late delivery were are not in default until given notice in writing. If, once the delivery time has been determined, due to circumstances attributable to one of the parties, the delivery time and/or times need to be changed, such party shall immediately notify the other party thereof in writing by electronic mail. Exceeding the term of delivery, for whatever reason, does not entitle the principal to suspend any obligation undertaken towards us, or to perform or have work performed under the agreement with or without judicial authorization or to any compensation for whatever reason.
- 8.3 The goods shall be considered delivered by us :
(a) as soon as the goods have been placed at the disposal of the principal in accordance with the delivery terms set out in the agreement. (b) if goods are delivered in combination with work to be done as soon as the goods have been assembled and – if it has been agreed in writing the inspection has taken place.
- 8.4 At our request, the principal shall sign a transfer protocol stating that the goods have been delivered complete and in working condition, notwithstanding article 11.
- 8.5 If for any reason whatsoever 10% or less of the goods included in the agreement cannot be delivered, the principal shall not be released from any obligation towards us under the agreement. Any goods lacking will be delivered by us as soon as possible subject to the conditions of the original agreement.

Article 9. Payment

- 9.1 All payment are to be made without any deduction or set-off within thirty days after invoice date, unless agreed otherwise.
- 9.2 If the principal does not make the payments when due, he shall be considered in default ipso jure and we shall be entitled without any notice to of default to charge him the statutory interest from the due date and in additional all extra judicial expenses of the collection of our claim, which are set at 15% of the principal sum due with a minimum of EUR 200,00.
- 9.3 We shall at all times be entitled to require the principal to provide a bank guarantee or other security to secure his obligations of payment prior to the delivery of the goods or any work or before continuing the execution.
- 9.4 In accordance with the provisions of article 13, in case the principal fails to meet his payment obligations or to provide a bank guarantee or agreed security, we shall be entitled to suspend the delivery or execution until the principal has met his obligations.

Article 10. Risk and reservation of ownership.

- 10.1 Immediately after the goods are considered to be delivered in accordance with the provisions of article 8.3, the principal shall bear the risk for all damage - direct or indirect – the may caused to or by these goods, provided that in case of delivery against documents agreed, the principal shall bear the said risk from the first of the following moments ; (a) loading of the good, (b) the time when the documents are made available to the principal.
- 10.2 We deliver our goods to the principal, which is deemed to accept the deliveries, subject to the suspensive condition that the principal fully complies with all of his obligations towards us due at any time. The retention title thus implied also includes ; (a) goods newly made using the goods delivered ; (b) claims concerning considerations based on the agreement or any other agreement of whatever nature for goods delivered or to be delivered by us to the principal or pursuant to such agreement also performed or to be performed work ; (c) claims due to any default under the agreement referred to under (b) above, including without limitations claims for damage and judicial and extrajudicial expenses, contractual or statutory interest, fines and penalties.

- 10.3 As long as the condition as set out in article 10.2 has not been fulfilled, the principal may sell the goods delivered subject to retention of title, transfer all or part of the actual control over these goods to one or more third parties or agree to pass on all or part of the actual control over these goods to one or more third parties, provided always that ; (a) these rights are only vested in the principal if and insofar necessary or desirable in the ordinary course of business ; (b) these rights are only vested in the principal if and insofar the principal demands and receives immediate payment of his counterparty or demands retention of title from his counterparty equal to the right granted herewith expect for the right to sell as set out in this article 10.3 ; (c) the principal may not encumber any of the goods delivered subject to retention of title. At our first request, the principal shall at our option transfer or pledge any claims in connection with the sale to third parties of any goods delivered subject to retention of title.
- 10.4 Regarding all goods delivered and paid for which the title had passed onto the principal, we withhold if this situation arises the right of pledges as set out in article 3:237 Netherlands Civil Code as an additional security for the claims against the principal or any account whatsoever, excluding the claims referred to in article 3:92 (2) Netherlands Civil Code.
- 10.5 The principal shall be obliged to keep the goods delivered under our reservation of ownership with all due care as our recognizable property. The principal shall furthermore be obliged to insure the goods for the duration of the retention of title against fire, explosion and water damage and also against theft and to hand us the policies of these insurances for inspection on first demand. All the principal's claims on the insurer of the goods on the strength of the said insurance shall be assigned to us as greater security of our claims on the principal as soon as we desire.
- 10.6 If the principal is in default or in difficulties of payment in the fulfilment of his obligations of payment, we shall be entitled, without any notice or default being required, to remove the goods that have remained our property or to have them removed from the place where they are. We shall then be entitled to keep the goods in our possession until the due amount including interest, expenses and compensation has been paid in full, or sell the goods to third parties in which case the net proceeds, which can never be higher than the original purchase price, is deducted from the total amount payable by the principal.
- 10.7 The principal shall be obliged to inform us without delay when third parties enforce rights in connection with goods still owned by us.

Article 11. Warranty and complaints

- 11.1 Without prejudice to the following restrictions, we shall warrant towards the principal the soundness and quality of the goods delivered by us and/or work performed, provided however that this warranty only applies if the goods delivered are used in accordance with their purpose and in accordance with standards to be imposed by us or standards which are generally accepted.
- 11.2 This warranty shall be given for a period of 12 months. Electronic components, lamps and luminescent tubes are excluded.
- 11.3 In the event of delivery without assembly, the warranty period shall commence on the day of delivery in accordance with article 8.1. In the event of delivery with assembly, the warranty period shall commence on the day when the goods have been set up in working order, in accordance with article 8.3(b).
- 11.4 Under this warranty we shall only be liable for defects of which the principal proves that they have been arisen before or during the warranty period exclusively or mainly as a direct result of the defectiveness of the materials supplied by us or the method of manufacturing and/or method execution. We shall not be liable for any development risks.
- 11.5 We shall make all reasonable effort to protect and safeguard the goods against any fraudulent manipulation. However we do not warrant that the goods fully withstand and are protected against all forms of fraudulent manipulation or other dishonest use.
- 11.6 This warranty is given provided that we cannot be held liable in the event :
(a) defects are caused by abnormal or unusual storage or use by any acts, omission or misuse by the principal or third party, including the installation, repair or putting into operation or connection without our authorisation and the non or not timely compliance with operating or service instructions.
(b) defects which are wholly or partly the consequence of material, equipment, and construction or any method of execution that was chosen by the principal or prescribed by any regulation of the authorities.
(c) the principal has not complied with the terms mentioned in article 9.12.
- 11.7 Under this warranty we shall only be obliged to, at our option, replace or repair the defective item. Replacement shall mean the free shipment of a new item.
- 11.8 In case of replacement or repair of the goods the warranty period for the new or repaired goods shall be equal to the remaining warranty period for the replaced or repaired goods.
- 11.9 In the event of delivery of used materials or goods in consultation with the principal no warranty is given by us, unless agreed otherwise in writing.
- 11.10 The allegedly not fulfilling of our warranty obligations shall not release the principal from the obligations that result for him from agreement included with us.

- 11.11 We shall not be found to any form of warranty if the principal has not properly or timely fulfilled all his obligations that results from the agreement concluded with us or form an agreement related thereto.
- 11.12 Complaints in respect of defects are to be made as soon as possible in writing on submission of the delivery note and provided that; in the event of externally visible defects a complaint must be submitted at the latest within eight days after receipt of the goods; and in event of not visible externally defects a complaint must have been submitted within 10 days after discovery but at the latest within eight working days after expiry of the warranty period.
In the event any of the terms is exceeded all claims against us in respect of relevant defects shall cease.
- 11.13 In respect of the goods supplied but not made by us, our liability under the warranty is limited to the liability under the warranty of the supplier/manufacturer of these goods to us.
- 11.14 If it is established that the complaint is unfounded, the principal shall bear all our costs incurred, including our costs of examination.

Article 12. Liability

- 12.1 Our liability pursuant to this agreement shall be explicitly limited to the performance of the obligations that we have undertaken under the warranty as set out in article 11 above. Any further liability, either for direct or indirect damage, expenses and interest shall be explicitly excluded. Compensation of damages, including consequential damages, and liability of the part of CLS are always excluded if it is a case of slight negligence, irrespective of the legal basis. Loss of earnings is only compensated in the event of wilful intent.
- 12.2 Without prejudice to the provisions of article 11, except in the event of intent or wilful recklessness on our part or part of our managerial staff, we shall not be liable for expenses, damage and interest that direct or indirect result of:
(a) Negligence our employees or persons who assist us in the performance of the agreement; (b) the period of delivery is exceeded due to circumstances that are not to be imputed to us; (c) damaged that should be caused directly or indirectly to persons, goods or business of the principal and/or third parties.
- 12.3 The principal shall be obliged to indemnify us and holds us harmless against all expenses, damage and interests that may arise for us as a direct or indirect result of claims brought against us in or out court by third parties in connection with the performance of this agreement.
- 12.4 Electronic components, lamps and luminescent tubes shall not be exchanged or taken back.

Article 13. Suspension and rescission.

- 13.1 If the principal does not, not properly or not timely fulfil any of his obligations under the agreement concluded with us or form an agreement thereto or if it is subject of serious doubt whether the principal is able to fulfil his contractual obligations to us, and also in the event of an official moratorium, bankruptcy, stoppage, liquidation or full or partial transfer of the principal's business, the principal shall be in default and we shall be entitled without notice of default and without judicial interposition after written notification to the principal to suspend the performance of each of these agreements during a period not exceeding six months or to rescind the agreement in full or in part without being liable to pay any compensation or to any warranty and without prejudice to any further rights to which we are entitled.
- 13.2 In case article 13.1 is applicable, all obligations of the principal under the agreement shall become immediately due and payable with deduction of the instalments already paid and the expenses not yet made by us and the principal shall be obliged to pay the above mentioned amount and to take the matters included therein into his possession, in default of which we shall be obliged to have these goods stored at the principal's expense and risk or to sell them for his account.
- 13.3 In the event of force majeure, which shall mean any circumstance beyond our control – even if it was to foreseen at the time of entering into the agreement – pursuant to which performance of the agreement cannot reasonable be required from us, we shall be entitled without judicial intervention upon written notification to the principal either to suspend the performance under the agreement during a maximum of six months or to be rescind all or part of the agreement without being obliged to pay any compensation or fine, even is this fine agreed in writing.

Article 14. Return shipment of goods.

- 14.1 Return of the goods shall require our prior approval and is to be made free of charge stating the RMA and with enclosure of a copy invoice of the relevant goods.

Article 15. Proof of administration

- 15.1 Without prejudice to the possibility of proof of the contrary our administrative records shall be decisive concerning this agreement.

Article 16. Applicable law / competent judge

- 16.1 All agreements to which these conditions apply in full or in part shall exclusively be governed by Netherlands law, excluding the Vienna Sales Convention United Nations Convention On Contracts For The International Sale Of Goods (of 11 April 1980) and provided however that with respect to the goods delivered in a country outside Netherlands the title retention referred to herein shall be governed to fullest extent possible and in particular in its scope by the laws of that country insofar more favourable to us.

- 16.2 All disputes that might arise during the performance or in connection with an agreement shall, subject to mandatory law, be brought, to the exclusion of any other court, before the court Rotterdam that has jurisdiction in respect of the dispute, unless we should choose to submit the dispute to another court with jurisdiction in respect to the matter.

Article 17 Inspection and testing

- 17.1 If inspection and/or testing is agreed upon in writing, this article 17 shall also apply.
- 17.2 The principal shall give us the opportunity to conduct pre-tests. The principal shall timely provide all auxiliary equipment, auxiliary and industrial materials, water, energy, heating and lighting necessary thereto at its own risk and account.
- 17.3 We shall be provided the opportunity to meet any complaints made by the principal in connection with the test conducted, before the system can be reject or refused.
- 17.4 The costs of the inspection shall be for account of the principal.
- 17.5 The inspection may not cause any delay in any work to be performed by us. If the principal shall not within eight days after notification of the opportunity for inspection have used his right thereto, the goods are presumed to be approved.

Article 18 Assembly and Installation

- 18.1 If assembly and/or installation is agreed upon in writing, this article 18 shall also apply.
- 18.2 The principal is responsible towards us for the correctly and timely performing all installations, provisions and/or conditions necessary for the installation of the products to be installed and/or for the correct operation of the goods when assembled, unless and insofar this performance is done by or on behalf of us according to particulars provided by us and/or our drawings.
- 18.3 Without prejudice to the article 18.2 above, the principal shall in any case at his own expense and risk attend to that; (a) our employees can start and continue their work during normal working hours from the moment they arrive at the place of the installation and, moreover, if we deem necessary, outside normal working hours provided that the principal has been notified in time; (b) suitable accommodation and/or all provisions under government rules, the agreement and common use will be available to our employees; (c) the access routes to the place of installation are fit for the required transportation; (d) the assigned place of erection is fit for storage and installation; (e) the necessary lockable depositories for materials, tools and other goods available; (f) the necessary and usual ancillary workmen, auxiliary tools, auxiliary and industrial materials (including fuels, oils and greases, cleaning and other small materials, gas, water, electricity, steam, compressed air, heating, lighting), and the usual measuring and testing instruments of the company of the principal are in the right place at our disposal on time and free of charge; (g) all necessary safety and precautionary measures have been taken and shall be maintained, and that all measures have been taken and shall be maintained in order to satisfy the appropriate government regulations with respect to the installation; (h) the mailed products are at the right place at the beginning of and during the installation.
- 18.4 Damages and costs which arise because the conditions stated in this article have not been fulfilled or have not been fulfilled on time are for the principal's account.

These general conditions shall take effect on 4 August 2015 and are filed at the Chamber of Commerce of Rotterdam under number 24.29.50.13