

Terms and Conditions Don-Neo Technologies

Article 1. Definitions

1. Supplier: Don-Neo Technologies.
2. Client: the natural or legal person who has entered into an Agreement with Supplier or to which Supplier has issued a quotation, or to whom Supplier has sold one of its products.
3. Terms and Conditions: as the content throughout this document.
4. Purchase Agreement: concerns the agreement between Supplier and Client stipulating which product is delivered and sold by Supplier to Client.
5. Hire Purchase Agreement: concerns the agreement between Supplier and Client stipulating which product Supplier delivered to Client and paid according to the conditions set forth in the lease agreement.
6. License agreement concerns the agreement between Supplier and Client, defining which software product is delivered by Supplier to Client and in which the conditions are described under which the software product provided by Supplier to Client.
7. Website: the website of Supplier, to be reached via www.don-neo.com

Article 2. Offers, orders and purchases

1. Client can use the electronic ordering process on the Website in order to purchase a product. All descriptions of the product indicated on the Website and possible price listed are binding.
2. Client is responsible for the accuracy of its data in an order. If that proves to be inaccurate by the Client, the contract may be cancelled or need to be adjusted and Supplier also has the right to adjust its prices accordingly.
3. On the orders and purchases at any time these Terms and Conditions apply. Terms or conditions set by Client for Supplier are only binding if and insofar explicitly accepted in writing by Supplier.

Article 3. Prices

1. All prices include sales tax (VAT), unless explicitly stated otherwise on the Website.
2. All prices on the site, offers, brochures and other documentation of Supplier can be subject to programming and typing errors. For the consequences of such errors no liability is accepted.
3. At any time these Terms and Conditions apply on the orders and purchases. Terms or conditions imposed by the Client, are only binding insofar the Supplier has agreed explicitly in writing.

Article 4. Payment Terms

1. Supplier will send an invoice or pro-forma invoice to Client for the amount due by Client. In the case of a pro-forma invoice no payment obligation is valid. The

payment of an invoice is 14 days after the date of invoice, unless otherwise indicated on the invoice or otherwise agreed in the relevant Agreement.

2. If Supplier has issued a pro-forma invoice, Supplier shall after processing the payment send a final invoice to Client.
3. It is allowed to send invoices (pro-forma) electronically by Supplier.
4. A fortnight after the payment period of an invoice or pro forma invoice, Client that has not paid is legally in default without any default notice being required.
5. Besides the amount owed and the interest payable, in a late payment Client is liable for full compensation of both judicial and extrajudicial collection costs, including the costs for lawyers, bailiffs and debt collection agencies.
6. The claim for payment is due immediately in case of Client bankruptcy, suspension of payments is required or total seizure of assets of the Client is made, the Client dies and furthermore, if his business goes into liquidation or is dissolved.
7. In the above cases, Supplier also has the right to suspend or to terminate execution of the Agreement or any part thereof not yet performed without notice or judicial intervention, without any right to compensation for damage that might occur to Client.

Article 5. Right of Withdrawal

1. When purchasing products, the Client can terminate the contract without giving any reason within 14 days. This period commences on the date indicated in the receipt of the product.
2. During this period, Client shall handle the product and packaging with care. He will only unpack the product or use it as necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories and – if reasonably possible – in its original condition and packaging to the Supplier in accordance with the reasonable and clear instructions provided by the Supplier.
3. If the Client wishes to exercise his right of withdrawal, within 14 days he is required, after receipt of the product, to make this known to the Supplier. Client must fill out a return application form which can be found in the webshop of your purchase. Once the Client has expressed its wish to exercise his right of withdrawal, the Client must return the product within 14 days. Client must prove that the goods are returned on time, for example through a proof of postage.
4. If at the end of above deadlines in item 1 and item 3 Client has not made known to make use of his right of withdrawal, respectively the product has not returned to the supplier, the purchase is a fact.

Article 6. Costs when returning products

1. If the Client exercises his right of withdrawal, the cost of returning a product received comes on his behalf.
2. If the Client has made a payment, the Supplier shall refund this amount as soon as possible but no later than 14 days after the cancellation. This will apply to the condition that the product is already received back at by the Supplier or a conclusive evidence of complete return can be submitted.

Article 7. Exclusions Right of Withdrawal

1. Supplier may exclude the right of withdrawal for Client products as defined in item 2 and 3. The exclusion of the right of withdrawal applies only if the Supplier has stated this in the offer, at least before for the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for products:
 - a. that are established by the Supplier in accordance with specifications of the Client;
 - b. that are clearly of personal nature;
 - c. that cannot be returned due to their nature;
3. Exclusion of the right of withdrawal is only possible for services:
 - a. whose delivery has begun with the explicit consent of the Client before the waiting period has expired;

Article 8. Intellectual Property Rights

1. All intellectual property rights relating to the products developed or provided materials, software, analyses, designs, documentation, recommendations, reports, as well as preparatory material lie exclusively with Supplier or its licensors.
2. Client acquires only the user rights and responsibilities arising from the scope of the Agreement or granted in writing and otherwise shall not reproduce Client software or other materials or make public.
3. The Client is not allowed to modify or remove any indication regarding copyrights, trademarks, trade names or other intellectual property rights of the materials, including any indications concerning the confidential nature and secrecy of the materials.
4. The Supplier is permitted to take technical measures to protect the materials. If Supplier by means of technical protection has protected the materials, the Client is not permitted to remove or circumvent these securities.
5. Any use, reproduction or disclosure of materials outside the scope of the covered agreement or granted rights of use is considered to be a violation of copyright. Client is due to pay a penalty of 1,000 euros per infringement act to Supplier and is not subject to judicial mitigation, notwithstanding the right of Supplier to be allowed to take its damage covered by the infringement or to take other legal action to terminate the infringement.

Article 9. Secrecy

1. Parties will handle the information they interchange between each other before, during or after the execution of the Agreement as confidential in case it is marked as confidential or if the receiving party knows or should reasonably suspect that the information was intended as confidential. The parties also impose this obligation on their employees and third parties engaged by them to implement the Agreement.

Article 10. Processing of Personal Data

1. Client has under the law governing the processing of Personal information (such as the Data Protection Act) obligations towards third parties, such as the obligation to

provide information, to allow inspection and correction and deletion of personal data of data subjects.

2. The parties agree that Client with regard to the processing of personal 'processor' is defined in the Data Protection Act and that the responsibility for the performance of those obligations to the processing of personal data through the Service or otherwise belong exclusively to client.
3. Client shall guarantee the Supplier that the elaboration of personal data is legitimate and that does not infringe upon the rights of third parties. Client shall indemnify Supplier against thirds parties, on any grounds whatsoever, if the claim relates to the processing of personal data.

Article 11. Final Provisions

1. This Agreement is governed by Dutch law.
2. Insofar as not dictated otherwise by mandatory law, all disputes which may arise in connection with this Agreement shall be submitted to the competent Dutch court of the district in which the Supplier is located.
3. If any provision is null and void under this Agreement, this will not affect the validity of the entire Agreement. The parties shall in that case, replace (a) new provision (s), which to the extent legally possible has to convene the intention of the original Agreement and General Conditions.
4. "writing" can, in these Terms and Conditions, also be e-mail, provided the identity and integrity of the e-mail is sufficiently established.
5. These Terms and Conditions are drawn up in Dutch and English. The Dutch text shall prevail if difference in content or scope appears.
6. Client is only entitled to transfer its rights and obligations under the Agreement to a third party with the prior written consent of Supplier. Supplier can do this without the consent of Client.