

A. SPECIAL TERMS AND CONDITIONS FOR THE SUPPLY OF HARDWARE, SOFTWARE AND SERVICES

1. General stipulations

The Transics Fleet Management Solution (hereinafter called the "Transics FMS") comprises:

- Transics hardware, whether or not a service contract is included; and
- Transics software license for back office side and vehicle side, including service contract; and
- Field services.

2. Software

2.1 General stipulations

2.1.1. By ordering the Transics FMS, the customer hereinafter called "the Customer") acquires the non-exclusive, non-transferable right to use the Transics FMS and realize communication between the Transics hardware that is installed in its vehicles and the central server on the one hand and between the central server and the Transics software at the home base on the other hand. Data, arising from the Transics hardware installed with the Customer, are stored on central servers (the "hosting"), and this for a period of minimum 1 year.

2.1.2. The Customer acquires access to the Transics FMS by means of a password and login. These are company-related. The Customer cannot use its password and login to use the Transics FMS for a non-authorized purpose.

The Customer shall keep the password and login strictly confidential. Any use of the password and login is executed under the full responsibility of the Customer. If the password and/or login are/is stolen or used in a fraudulent way, the Customer has to notify Transics immediately in writing. The Customer shall take all the necessary measures, so as to be able to ascertain theft or fraudulent use within the shortest possible time.

2.1.3. Transics shall do its best endeavors, so as to make sure that access to the Transics FMS will be available 24h a day. However, access can be interrupted at any time for maintenance, adjustment, security or any other reason. Transics shall execute these works as much as possible from Saturday 20:00 hrs through to Sunday 08:00 hrs, with a maximum downtime of four (4) hours.

2.1.4. Transics is not liable for any failure of the data transmission due to external factors or obstacles inherent to the environment of the telecommunication infrastructure, or accidents, or activities regarding maintenance, enforcement, reorganization or expansion of the network installations by the telecom operator and/or the server provider. Transics is not liable for any failure due to the Customer using other equipment or software than the hardware provided by Transics or due to any factors external to Transics. Transics is not liable for the contents of the communications and messages, nor for any damage these may cause.

2.1.5. The Customer undertakes to observe all safety measures with regard to the use of the Transics FMS solution. In the event of unsafe use by the Customer, Transics is entitled to temporarily or permanently block the use of the Transics FMS.

2.2. Transics FMS, excluding GPRS data communication

By ordering the Transics FMS, excluding GPRS data communication, the Customer opts for taking out him/herself the necessary GPRS data communication subscriptions with related SIM cards directly with a telecom operator.

The "GSM forwarding" functionality, where SMS messages are sent from the Transics FMS to the mobile phone(s) of the Customer (e.g. alarms ...), shall be charged by Transics to the Customer.

2.3. Transics FMS, including GPRS data communication

2.3.1. By ordering the Transics FMS, including GPRS data communication, the Customer opts for the delivery by Transics of the necessary GPRS data communication subscriptions with related SIM cards. All GPRS data communication within the EU and Turkey is included in the price. The costs for GPRS data communication outside this area will be borne by the Customer at the rates valid at that time, unless agreed otherwise. The fact that the Customer can exceed the above area shall in no way prejudice the above rule. The Customer is personally responsible for the respecting of the area as agreed.

2.3.2. Transics is free to choose the telecom operator, so as to offer (a) qualitative product / services. Transics reserves the right to change the telecom operator. In such case, the Customer replaces the SIM card at own cost within one (1) month upon receipt of the SIM card. The SIM cards delivered by Transics are only intended for data communication. This means that the Customer undertakes to use the SIM cards supplied by Transics only for data communication through the Transics FMS. The "GSM forwarding" functionality, where SMS messages are sent from the Transics FMS to the mobile phone(s) of the Customer (e.g. alarms ...), shall be charged by Transics to the Customer.

2.3.3. The SIM cards remain the property of Transics. The Customer shall use the SIM cards carefully and wisely for the intended purpose and shall not transfer, let out, to copy, damage or decompile the SIM cards.

2.3.4. In the event of the SIM card being lost or stolen, the Customer shall immediately report this in writing to Transics. The Customer shall, however, bear all liability

2.4. Software service contract

2.4.1. The Software Service Contract is part of the Transics FMS and comprises:

- The right to receive and use the software including firmware updates.

- Unlimited telephone support by the Service Desk during the Transics office hours, which is from Mondays through Fridays from 8 a.m. until 5.30 p.m. CET.

2.4.2. The Software Service Contract does not include:

- Customized services such as customized reports and instruction sets.

- Installations and support at the Customer's premises.

2.4.3. The Customer cannot make any improvements and/or modifications with respect to programs or file structures (or have them made) without the express prior written consent of Transics.

2.4.4. The price of the Software Service Contract on back office side and on vehicle side are expressed in a single price per vehicle.

3. Hardware

3.1 Hardware service contract

The Customer can choose whether or not to conclude a Hardware Service Contract. If the Customer chooses to conclude a Hardware Service Contract for a specific type of hardware, the extension of the Hardware Service Contract shall be obliged for every additional purchase of this type of hardware.

3.1.1 Content

3.1.1.1. The Hardware Service Contract comprises the supply of replacement components and the repair or exchange of defective components with respect to the hardware as listed on the order form and purchased by the Customer from Transics.

3.1.1.2. Transics puts replacement components in consignment at the Customer's disposal (a spare kit), at a ratio of one (1) set of hardware components per fifty (50) purchased hardware units, with a maximum of three (3) spare kits. The Customer is entitled to a first spare kit as from the purchase of fifteen (15) hardware units, unless agreed otherwise.

3.1.1.3. The standard spare kit, to which the Customer is entitled, comprises hardware of the type purchased. In addition to this standard equipment, this spare kit may also include optional components, depending on the configuration purchased by the Customer, as described in the order form. Hardware components that have different configurations, depending on the type of vehicle where they will be installed, are not part of the spare kit.

3.1.1.4. The Hardware Service Contract does not include repairs that become necessary as a consequence of inappropriate use of the hardware or because of external causes, including but not limited to: operating errors, static loads, errors in the power supply, defects in other hardware and/or software, the application of inferior, defective or inappropriate accessories, or consumables, or defects, or errors due to hardware and/or software that is not supplied by Transics. Transics is not obliged to perform repairs if the hardware is damaged and/or the time required for the repairs to be performed is increased, because the Customer or any third party has made some modifications to the hardware without the express prior written consent of Transics.

3.1.1.5. Without prejudice to art. 3.2 of the general terms and conditions, the property right on a replacement component is transferred to the Customer, when the defective component is received by Transics. At that time, the property right on the defective component is automatically transferred to Transics. The defective component must be returned to Transics no later than fifteen (15) days of the installation of the spare kit component, so as to allow Transics to provide the Customer with another replacement component, so that a continuous renewal of the spare kit can be realized, as described in the order form.

3.1.1.6. The Customer undertakes to keep the spare kit that is provided to him by Transics, in a good state of repair for the entire term of the contract.

3.1.1.7. The risk of the replacement components being damaged, lost or in any other way prejudiced, lies with the Customer, as from the moment the components are received by the Customer or the specified third party, in view of being forwarded, irrespective of the cause of the loss or damage, including any force majeure.

3.1.1.8. Any Customer terminating the Hardware Service Contract must return the replacement components to Transics in their original state, within two (2) weeks of termination. Any replacement components not being returned to Transics within two (2) weeks or being damaged shall be invoiced to the Customer at the new price.

3.1.2 Procedure

3.1.2.1. In case of a defective component, the Customer shall create an RMA ticket in MYREPAIRS on the MYTRANSICS customer portal. The Customer shall at his own costs return the defective component to the repairs service of Transics, accompanied by the RMA ticket.

3.1.2.2. The forwarded defective components are repaired by the Transics repairs service or exchanged. In case of an exchange, the defective components become the property of Transics. The exchanged components can be revised components, and are therefore not necessarily new. The choice between repair and exchange is made by Transics, without the Customer being entitled to neither compensation nor price reduction

(5) working days of the defective component being received. The return of the repaired / exchanged component to the Customer is not included in this period. Transics returns the repaired / exchanged components to the Customer and bears the costs related thereto.

3.1.2.4. When, after returning the component to Transics, the component appears not to be defective, the Customer shall be liable to bear the costs of shipment with respect to the returned component.

3.1.2.5. Transics is not responsible for the installation, if any, of the repaired components. The Customer's technician can ask for an installation manual with Transics and/or follow a Transics' installation training. The training of the Customer's technician is not included in the Hardware Service Contract.

3.2 Hardware maintenance

In case the Customer did not sign a Hardware Service Contract, a defective component can be repaired by the repairs service of Transics according to the tariffs applicable with Transics at the moment of the Customer requesting the repair and following the procedure as explained in 3.1.2.

4. Field services

4.1. Field services comprise the possible installation, training, project support and follow-up ... which are performed at the Customer's premises or at Transics upon request from the Customer.

4.2. If the Customer requests Transics to perform such services at his premises, the travel costs and working hours shall be charged according to the tariffs applicable with Transics at the moment of the Customer requesting the services.

4.3. The performance of the services shall take place on a predefined location and time. If these services are to be realized on other than weekdays, the Customer should take into account the specific weekend tariffs applicable with Transics.

4.4. If necessary, the Customer shall provide an appropriate working area for the Transics technician, with the necessary access to the lorries, the hardware, the office equipment, the power network and broadband internet.

4.5. Any Customer calling for field services with Transics, shall group these field services as much as possible.

B. GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF HARDWARE, SOFTWARE AND SERVICES

1. General

1.1. Without prejudice to any stipulations to the contrary emanating from the Customer, the general and above-described special terms and conditions automatically apply to all current and future offers, orders, agreements and deliveries with respect to the supply of hardware, software and/or services by Transics Nederland BV (hereinafter called "Transics"), Rijnspoor 263, 2901 LB Capelle aan den IJssel (the Netherlands), VAT NL 80987703B01, KvK 11050490, to the Customer.

1.2. By placing an order or, in default thereof, by the signature or performance of the agreement by Transics or the Customer, the Customer acknowledges these conditions and accepts the same.

1.3. Deviations from these conditions are only enforceable against Transics, if Transics has expressly accepted the same in writing. In such case, the other stipulations of these conditions continue to apply. The Customer cannot derive any rights from agreed deviations with respect to future transactions.

1.4. In case of discrepancies between the general terms & conditions and the special terms & conditions, the special terms & conditions will prevail.

2. Offers and orders

2.1. Any offer from Transics is, except if expressly specified otherwise, valid for a period of thirty (30) calendar days. In order to be valid, the signed acceptance must arrive with Transics no later than the final day of this term. Transics shall only be bound by an order which it has accepted.

2.2. All periods mentioned by Transics are for information of the Customer. Transics will observe the periods mentioned to the best of her abilities.

2.3. In the event of the Customer cancelling any order, as a whole or part thereof, the latter shall automatically be liable to pay a fixed compensation equaling 40% of the amount of the cancelled order, without prejudice to Transics' right to claim a higher compensation, if it has suffered a higher damage.

3. Delivery and acceptance

3.1. Except if agreed otherwise, the hardware shall be delivered at the expense of the Customer at the address as indicated by the Customer. The Customer accepts partial deliveries.

3.2. The risk with respect to the hardware is transferred to the Customer at the moment of the goods leaving the Transics warehouse.

3.3. In case of sale, the transfer of property is only executed upon full payment of the price and any interests, costs and compensations that may be due.

3.4. The Customer signing the delivery order is considered to be the proof of delivery of the hardware, software or services.

3.5. If the Customer has not submitted his objections within fifteen (15) working days of delivery by registered letter, he is assumed to have accepted the delivered hardware, software or service, or, in case of renting, to have received it in good condition, without any limitation or

3.6. In case of renting, the Customer undertakes to affix a Transics property plate to all elements of the rented hardware and to maintain it in a legible state.

4. Prices, invoices and payments

4.1. All prices and other amounts as mentioned on the order form or offer are in Euros and excluding VAT, other taxes and levies. Any costs, fines, taxes, levies and rights that would be imposed on Transics and relating to the possession or the use of the hardware, will be borne by the Customer.

Except if expressly mentioned otherwise in the order form the prices do not include the costs for installation, putting into service and transport or any other costs. These costs and any extra and additional performances are paid in accordance with the Transics tariffs applicable at that particular moment.

4.2. The hardware, software and field services shall be invoiced at the delivery and are payable by means of transfer within thirty (30) calendar days of the date of invoice. The monthly compensation with regard to the Transics FMS (including but not limited to the Software Service Contract, the possible Hardware Service Contract the Hosting services, the possible GPRS communication service ...) shall be invoiced at the beginning of the period to which it relates, and is payable by direct debit within eight (8) calendar days of the date of invoice. Payment without reservation of an invoice or part thereof, implies acceptance of the entire invoice and of the performances.

4.3. In case of non-payment of an invoice on the due date: (a) the Customer, as from the expiry date, subject to prior formal notice ("ingebrekestelling"; "mise en demeure") shall be liable to pay a delay interest of 12% per year or the amount still due. The above interest is capitalized.

b) the Customer shall also be liable to pay an additional compensation for administrative costs.

c) the Customer shall be obliged to pay any legal and extralegal costs made for collecting the amounts due.

d) Transics shall be entitled, subject to prior written notice and without any compensation, to suspend all of its obligations until full payment of the amounts due. In such case, it shall also be entitled to temporarily or permanently forbid any use of the Transics FMS and to deactivate the SIM cards. All costs relating to the reactivation of SIM cards after their deactivation shall be entirely borne by the Customer. Partial payments are always accepted with all reservations and without any acknowledgment of prejudice, and are with priority set off with the legal costs, if any, then with the expired interests, with the compensation for administrative costs and finally with the principal.

4.4. An invoice can only be protested by registered letter within a period of eight calendar days of the date of invoice. After expiry of the above period, the Customer is deemed to have accepted the invoice.

4.5. If Transics wishes to use electronic invoices and informs the Customer thereof in advance, the Customer shall accept the use thereof.

4.6. The Customer is not entitled to any set-off with respect to Transics.

4.7. The Customer can only suspend a payment, if he shows that Transics has failed to comply with a contractual obligation and that he has informed Transics thereof in advance by registered letter. In any case, the amount of the suspended payment can only refer to that part of the Transics FMS (hardware, software or service) that corresponds with the non-compliance. A suspension of payment by the Customer is only possible if (the respective part of) the Transics FMS (hardware, software or service) can be identified separately on an invoice.

4.8. The Customer, in case of late payment of invoices, shall have Transics, without prior formal notice ("ingebrekestelling"; "mise en demeure"), upon first request and immediately, regain possession of the delivered hardware, to provide Transics with the necessary access to this effect and to bear all transportation costs.

5. Warranties

5.1. All contractual obligations from Transics are best-effort engagements.

5.2. Transics warrants that the delivered hardware shall be in conformity with the description thereof in the Transics offer, for a period of one (1) calendar year as from delivery. This warranty only applies to hardware that was used for normal purpose and does not apply to any defect in hardware without original serial number or any defect caused by an incorrect use, misuse, force majeure (fire, accident, natural disaster, etc.), use of hardware that was not supplied by Transics or maintenance or damage caused by the Customer or any third party. Software is delivered on an "as is" basis and Transics does not warrant that these are free of any errors or defects.

5.3. During this warranty period, the Customer is solely entitled to free repair of the hardware or free replacement of the hardware, at Transics' choice. Within the scope of the warranty, any travel and field services upon request from the Customer shall be executed in accordance with the commonly valid Transics tariffs at that time.

5.4. The Customer shall always take the necessary measures to protect and safeguard the integrity, security, access and maintenance of the software, hardware and any other materials and data.

5.5. In case of any alleged improper functioning of the hardware, software or services, the Customer shall actively cooperate in any investigation that aims to find the origin hereof and take all measures to safeguard evidence that may be relevant.

5.6. Transics is only liable for a hidden defect in the delivered hardware that already exists at the moment of delivery and that is shown within a period of one (1) year of delivery. Under no circumstances shall the Customer be entitled to any additional compensation for damages, other than the replacement or repair of the hardware.

5.7. In order to be able to exercise any right with respect to a failure or shortcoming from Transics, the Customer should inform Transics by registered letter within a period of ten (10) working days of the date of the failure, shortcoming or damaging fact being established by the Customer.

The Customer's legal action becomes barred by lapse of time after expiry of three (3) months as from the date on which the failure, shortcoming or damaging fact was established.

5.8. If the order form stipulates that the Customer should arrange for a surety (bank guarantee, personal guarantee "borgstelling"; "caution", etc.) to the benefit of Transics, Transics is entitled to suspend, until presentation of evidence of the surety in writing, the performance of all of its obligations, without compensation and without prior formal notice ("ingebrekestelling"; "mise en demeure"). The security can only be removed when Transics has informed the Customer in writing that he has complied with all of its obligations. For the realization of the security, Transics is not liable to pay any interests or remuneration.

5. Confidential information

5.1. Each party shall treat any information from the other party, of which it can be reasonably assumed that it is confidential, in a strictly confidential way, not divulge it to

make available any confidential information from the other party only to those employees, independent consultants or subcontractors who are involved in the performance of the agreement and who are subject to the same confidentiality obligation as that described in this article. Upon termination of the agreement, either party shall return all originals and copies of confidential information from the other party within ten (10) working days. This stipulation will continue to apply for a period of three (3) years after termination of the agreement.

6.2. Transics is entitled to put the contents of the contractual stipulations between Transics and the Customer at the disposal of its consultants and subcontractors, and to divulge the existence of the agreement with the Customer to any third parties, for publicity and other commercial purposes.

7. Intellectual property rights

7.1. Any intellectual, industrial or other property right on works that have been created by Transics, its employees, consultants or subcontractors within the scope of the performance of the agreement (including software, hardware, technology, skills, know-how and information about the use thereof), will remain the exclusive property of Transics and/or its licensors, as the case may be.

The delivery of hardware, software and/or services by Transics to the Customer does not imply any transfer of any such right. The payments made by the Customer do not include any payment for the transfer of any such right.

7.2. If the parties, however, have expressly agreed in writing on the transfer of such right, then Transics remains the holder of that right until full payment by the Customer of the price and any additional costs (including interests and compensations for late payment of invoices).

7.3. The Customer cannot directly nor indirectly alienate, pledge, lend, rent or let third parties use, involve its rights with the transfer of its business, nor transfer its rights, as whole or part thereof, on any rented or leased goods or purchased goods the property of which has not yet been transferred, without the express prior written consent of Transics.

7.4. Transics is at any time entitled to affix a label to rented or leased hardware, specifying the owner's identity.

8. Software licenses

8.1. The Customer undertakes to strictly comply with the license conditions as supplied by Transics and the software suppliers concerned.

8.2. If the supply of hardware or software requires the use of software that is the property of Transics or for which the latter has been granted a license, then Transics will grant a non-exclusive, non-transferable license to the Customer to use the software. The license is included in the price.

Transics may, at any time and for whatever reason, make amendments and modifications to the software. The Customer shall not object to that. The Customer can use software and hardware only for the purpose for which they are made, and can use the Transics software only on supplied Transics hardware. The Customer is responsible for the update of the system software, if so required by the new version of the software.

8.3. The license does not give the Customer the right to (a) copy, sell, lend, give, lease, grant, market, divulge the software or in any other way make it available to third parties, (b) reproduce, remanufacture the software or in any other way duplicate it, with the exception of three back-up copies saved within the Customer's rooms, (c) (try) to reverse-assemble, reverse-compile or reverse-engineer the software, and (d) use the software with the goal of (helping to develop) developing software or any other method or module, so as to execute (substantially) the same function as (part of) such software.

8.4. At the end of the license period, the Customer shall return to Transics all originals and copies of the software within ten (10) working days, and guarantee that the software is completely removed from its IT infrastructure and that he no longer uses the software.

9. Liability and insurance

9.1. The contractual and extra-contractual liability of Transics towards the Customer is limited to 20,000 Euros per event, taking into consideration that (i) all events resulting from one and the same shortcoming are considered as one event and (ii) the total liability of Transics arising from an agreement in any case is limited to 25% of the total amount of the agreement.

9.2. In any case, Transics cannot be held liable for any consequential damage and indirect damage or loss, including any failed savings, increase of general expenses, interruption in plans, loss of clientele, data, profit, income, turnover or any other financial or commercial losses.

9.3. The Customer certifies to be aware of the fact that data are being processed wireless and/or through the Internet, so that abuse or distortion thereof is possible. Transics cannot be held liable for the consequences of such abuse or distortion.

Transics does not exercise any control over the contents and the quality of the data from the Customer, obtained or processed by using the Transics FMS supplied by Transics. Transics cannot be held liable for the consequences of any defects in the contents or the quality of such data.

Transics cannot be held liable for the consequences of the bad functioning of systems from the Customer or from any third party.

10. Force majeure

10.1. Neither of the parties is obliged to fulfil its contractual

interruptions of and lack of system access caused by third parties, fires, electricity and telecommunication breakdowns, operational failures, any act, negligence, bad performances and/or force majeure from its suppliers or third parties, permit requirements and other judicial and administrative-legal requirements, which all qualify as force majeure.

10.2. If the situation of force majeure takes longer or risks taking longer than fifteen (15) working days, then either party is automatically entitled to immediately dissolve the agreement by registered letter, without any prior appeal to a judge and without any compensation.

11. Duration, termination and dissolution

11.1. Unless the order form expressly stipulates another term, a subscription with regard to the Transics FMS (including but not limited to the Software Service Contract, the possible Hardware Service Contract, the Hosting services, the possible GPRS communication service ...) is taken out for forty-eight (48) months. This period comes into effect the day of the SIM card activation by Transics, if the Customer has ordered the Transics FMS, including GPRS communication. This period comes into effect the day of the hardware delivery, if the Customer has ordered the Transics FMS, excluding GPRS communication. During the first forty-eight (48) months or other convened initial term, cancellation of the agreement is not possible. After expiry of the first forty-eight (48) months or other convened initial term, this agreement shall be automatically prolonged for an indefinite term, each party having the right to terminate this agreement by giving a three (3) months written notice. The termination shall become effective on the first calendar day of the fourth month following the receipt of the termination notice.

In any case, Transics shall always be entitled to dissolve the agreement without any compensation, without any further formal notice ("ingebrekestelling"; "mise en demeure") and without a prior appeal to a judge, if: (a) the Customer fails to comply with a contractual obligation and he fails to sufficiently remedy the same within a period of ten (10) working days after the non-compliance being notified by Transics, (b) the Customer applies for bankruptcy, is declared bankrupt or is liquidated or becomes insolvent, or (c) the judicial control over the Customer is modified. In any such case, Transics is entitled to immediately repossess any hardware and software from the Customer and block the Customer's access to the Transics FMS. Transics cannot be held liable for any damage occurred during the disassembly or collection. The costs related to the disassembly or collection shall be added to the overall amount of all outstanding invoices. Already paid advances remain acquired by way of compensation and can be set off in any case with all the amounts that are yet to be paid by the Customer to Transics.

11.2. After termination of the agreement, the Customer shall return to Transics any hardware delivered by Transics and on which the Customer has not acquired any property right, within ten (10) working days, all in a good state of repair and operating properly, free and unencumbered.

12. Transfer

Transics is entitled to transfer the agreement, as a whole or part thereof, without the Customer's consent.

13. Various stipulations

13.1. The Customer undertakes to use the hardware and software with the care of a prudent and reasonable man.

13.2. The Customer shall always inform Transics accurately and timely about any matters that may be important within the scope of the performance of the agreement and about any fact that has or may have an impact on the agreement, including any information about and modification of its name, nationality, registered offices, legal form, representatives, VAT and other applicable taxes, managing directors and legal persons and bodies that have an interest in the Customer or in which the Customer has an interest. In default of such notification, the information or the modification shall not be binding towards Transics.

In case of any damage to the rented and/or not yet fully compensated goods, theft or loss thereof or in case of attachment with respect to the rented goods, the Customer is obliged to notify Transics within forty-eight (48) hours, either by telephone, fax or email, subject to a written confirmation within the same period. Otherwise, he can be held liable for any detrimental consequences of late notification.

13.3. If Transics, in the performance of the agreement, processes personal data, Transics shall act as the processor of personal data in the sense of the European Directive on privacy protection relating to the processing of personal data, in relation to the Customer, who shall act as the controller in the sense of the law. Transics reserves the right to use the data available on the central server for statistic, commercial, analytical and benchmark purposes, and the Customer expressly gives permission to this. Transics will handle the data in a confidential and anonymous manner.

13.4. In the event of Transics pledging the rented hardware to the benefit of a third party, then the Customer expressly acknowledges and accepts to be considered the third-party holder of the pledged hardware on account of the pledgee.

The Customer is not entitled to pledge the rented and/or not yet fully compensated hardware, as a whole or part

in any form whatsoever, without prior approval in writing from Transics.

13.5. The Customer shall take out and maintain all necessary insurances for the rented and/or not yet fully compensated hardware, so as to insure comprehensively against the costs of loss, theft or damage to the hard- and software, regardless what be the cause may be.

13.6. The Customer acknowledges that he has received from Transics all the necessary information about the Transics FMS to be delivered.

13.7. Acceptance of a bill of exchange does not entail any renewal, so that these conditions continue to apply integrally. Any costs related thereto are payable in cash and for the account of the Customer.

13.8. At the express request of the Customer, Transics prepares all documents in English.

13.9. If any stipulation of these general terms and conditions shall be declared, as a whole or part thereof null and void or be unenforceable, this will neither influence the validity nor the enforceability of the other stipulations of these general terms and conditions and neither that part of the stipulation concerned which is valid and enforceable.

14. Applicable law and competent jurisdiction

14.1. These general terms and conditions and any other contractual stipulations between Transics and the Customer shall be governed by the laws of The Netherlands. The 11 April 1980 Vienna Convention or contracts for the international sale of goods is not applicable.

14.2. Any dispute shall exclusively be settled by the courts of Rotterdam, unless Transics prefers to bring the case before a competent court of the Customer's registered office.

Capelle aan den IJssel, 11.07.2016