1 APPLICABILITY AND SCOPE

1.1 These general terms and conditions ('**Terms**') shall be applicable to any (request for an) offer, agreement or quote of any nature ('**Agreement**') issued or entered into by an Ellips entity or its affiliates ('**Ellips**') to or with any third party ('**Purchaser**') regarding any product, including software and licenses, delivered by Ellips ('**Products**') or service provided by Ellips ('**Services**').

1.2 Any general conditions by any name applied by Purchaser are expressly rejected, unless explicitly accepted by Ellips. If Purchaser has declared its general conditions to be applicable, the Terms of Ellips prevail.

1.3 Purchaser, after having contracted under the Terms once, agrees to the applicability of these Terms to all later legal relations between Purchaser and Ellips with the rejection of any other general conditions.

1.4 Ellips can amend these Terms at any time. Ellips notifies Purchaser of the amendment in writing 1 (one) month before it takes effect. If Purchaser does not object before the amendment comes into force, Purchaser shall be deemed to have accepted the amendment.

2 REALIZATION OF THE AGREEMENT

2.1 All offers of Ellips are non-binding and will be valid until thirty (30) days after sending, unless the validity period is extended thereof in writing by Ellips.

2.2 An Agreement between Ellips and Purchaser will come into effect if Ellips confirms the acceptance of an offer to Purchaser or commencement of the production or Services has begun. Amendments can only be agreed upon between parties in writing, with exception of clause 1.4.

2.3 Any acceptance of an offer by Purchaser that derogates from the initial offer by Ellips, will not bind Ellips.

3 PRICE AND PAYMENT

3.1 Prices are 'base' prices excluding VAT and any other taxes and levies and any other costs, import, export and excise duties, and transport, installation and packaging costs. Prices are based on performance of the Agreement during regular working hours.

3.2 Ellips is entitled to demand full or partial payment in advance and/or receive other sureties of payment in the form of a bank or corporate guarantee, to be decided on at the discretion of Ellips.

3.3 If an order is cancelled by Purchaser, Purchaser shall pay the agreed price in full.

3.4 Should there be any factors that increase the costs for performance of the Agreement for Ellips or decrease the price to be paid by Purchaser (e.g. due to currency fluctuations), Ellips will have the right to adjust the price accordingly and invoice the additional amount to Purchaser.

3.5 (Additional) payment shall be made without any discount before the due date as stated in the Agreement, or in absence thereof within thirty (30) days after the Product has been delivered or the Service has been provided. If payment has not taken place at the due date, Purchaser is in breach of contract without notice of default being necessary.

3.6 As soon as Purchaser is in default with any payment, all remaining claims by Ellips against Purchaser are, without notice being necessary, immediately payable.

3.7 From the day of late-payment, Purchaser will be liable to pay an interest rate of one and one-half percent (1.5%) per month over the outstanding amount.

3.8 Purchaser is not allowed to suspend any payment under any Agreement or to offset this against any claim against Ellips or other payable amount by Ellips.

3.9 When judicial collection measures take place, Purchaser is additionally liable for the actual collection expenses incurred by Ellips with a minimum of fifteen percent (15%) of the principal amount. Court costs are not limited to the costs of the proceedings, but will be wholly incurred by Purchaser.

4 INTELLECTUAL PROPERTY RIGHTS

4.1 All intellectual property rights related to the Products or Services shall remain exclusive property of Ellips and shall not be transferred. The supply of a Product or Service shall not be deemed a license to use, reproduce or release any license or intellectual property right to third parties, unless permission is explicitly granted by Ellips. Purchaser shall not infringe the intellectual property rights or harm such rights of Ellips or its suppliers in any way.

4.2 Any license is revocable at any time and can only be used by the intended number of end-users as described in the Agreement, in absence thereof by one (1) end-user in one (1) Product.

4.3 Purchaser may not modify, decompile, create derivative works or otherwise change or commercially exploit any Product other than for sale to its end-user, without prior explicit written approval of Ellips.

5 DELIVERY

5.1 Ellips will deliver the Products at the location of Purchaser, unless otherwise agreed upon.

5.2 Any delivery date or period specified by Ellips is indicative and is not deemed a strict deadline. When Ellips exceeds a delivery date or period, Purchaser is not entitled to claim compensation for direct or indirect damages and cannot refuse to comply with or to suspend any obligations itself, or terminate or dissolve the Agreement.

5.3 In case any Product and/or Service needs to be amended, the delivery term can be changed by Ellips.

6 INSPECTION

6.1 At delivery, Purchaser should immediately inspect the Products or Service to determine whether it complies with the Agreement, failing which the Products or Services are deemed to have been received in accordance with the Agreement.

6.2 In case of shortcomings of Ellips, Purchaser will need to notify Ellips in writing within fourteen (14) days after the Products have been delivered,

stating a clear description of the shortcoming. The rights of Purchaser lapse with omittance of said notification.

6.3 Notification relating to 'hidden' defects shall be made in writing within forty-eight (48) hours after discovery and within fourteen (14) days after delivery. Failure to notify makes all Purchaser's claims against Ellips null and void.

6.4 Risk shall pass to Purchaser upon the delivery of the Product or Service. Any related services performed after delivery of Products and performance of Services will be for the risk and account of Purchaser.

6.5 At delivery, Purchaser shall make available any personnel or material as needed by Ellips.

7 WARRANTY

7.1 Ellips grants a warranty period for thirty (30) days after supply of any software or Service and one (1) year after the supply of any other Product, in which Ellips will (at its discretion) repair or replace the Product or properly execute the Service for its own account.

7.2 This warranty does not apply in case Products or Services are not used as intended by Purchaser, Purchaser performs unapproved repairs or Purchaser has not notified Ellips timely in accordance with article 6.

8 FORCE MAJEURE

8.1 Force majeure includes, among others, shortcomings by Ellips (or its suppliers) and/or auxiliary persons, production interruptions, work stoppages and absenteeism of employees and/or other auxiliary persons, government measures and inclement weather and other causes that are beyond its reasonable control.

8.2 If Ellips temporarily fails to perform any of its obligations under this Agreement due to force majeure as defined in clause 8.1, it is entitled to suspend performance of the Agreement and delivery dates partially or completely for as long as force majeure continues. In case Ellips is permanently unable to perform the Agreement due to force majeure, Ellipsis entitled to fully or partially terminate the Agreement without Purchaser having any claim against Ellips or any right to terminate or dissolve the Agreement.

9 LIABILITY

9.1 Any failure of the Purchaser to perform its obligations under any Agreement shall give Ellips the right to demand that Purchaser fully or partly remedies such failure and/or the consequences thereof at the Purchaser's risk and expense.

9.2 Ellips has the discretion to decide on the manner of the remedy. This is without prejudice to the right to demand compensation, especially compensation instead of specific performance.

9.3 Purchaser is liable for all damage of Ellips and/or third parties related to actions or omissions of Purchaser or its affiliates. This includes both direct and indirect damage, including but not limited to trading losses, consequential losses or standstill damage, and loss of income and profits, loss of clients, damage to reputation and/or goodwill. Purchaser shall have adequate insurance to cover any damage.

9.4 Purchaser indemnifies Ellips and auxiliary persons against all third-party claims relating to an Agreement.

9.5 Liability for direct damages of Purchaser caused by a breach in compliance with the Agreement attributable to Ellips shall be limited to the amount covered and paid out by the insurance company (but never more than EUR 2.500.000 per event). In case of uninsured events, it shall be limited to the price of the order (exclusive of VAT). Ellips shall not be liable for any indirect damages of Purchaser.

9.6 For Products supplied with guarantees from suppliers, only the guarantee provisions that are provided by such suppliers shall apply.

9.7 Ellips shall endeavor to partake in finding solutions when Products do not perform as intended after a software upgrade, but liability is limited as described in this clause 9.

10 CONFIDENTIALITY

10.1 Purchaser shall keep, barring prior written consent of Ellips, confidential all information of Ellips that Purchaser receives because of an Agreement. Purchaser guarantees that it shall not disclose this information to third parties or make use thereof beyond the purpose of the Agreement.

11 TERMINATION

11.1 Ellips can partly or fully suspend or terminate any Agreement immediately without prior notice and without being obligated to pay any compensation, without prejudice to rights of cost compensation of Ellips, if:

(a) Purchaser violates any obligation under the Agreement or these Terms;

(b) Ellips becomes aware of circumstances that cause doubt if Purchaser will meet its obligations;

(c) Ellips requested Purchaser to provide security for compliance and this has not been provided; or,

(d) in the event of (imminent) bankruptcy, suspension of payment, debt restructuring or liquidation of Purchaser.

12 COMPETENT COURT

12.1 The Agreement and these Terms are solely governed by Dutch Law with exclusion of the Vienna Sales Convention. Disputes arising from the Agreement, the Terms or consequential agreements will exclusively be settled by the competent district court of Oost-Brabant, The Netherlands.