GENERAL SALES TERMS AND CONDITIONS
INFOTHEEK

Note regarding URL reference
Added on 1 July 2026

The URL to the online grading information referred to in these general sales terms and conditions has been updated following the launch of our new website. This is solely an administrative update to the online reference. The content and effect of the general sales terms and conditions remain unchanged.

1. Definitions

"Authority"	the independent and public Data Protection Authority established by a Member State on the basis of Article 51 GDPR;
"Controller"	the entity that determines the purposes and means of the processing of Personal Data;
"Customer"	the other party with whom Infotheek concludes any agreements and/or orders
"Data Breach"	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;
"Data Subject"	the individual to whom Personal Data relates;
"Direct Loss"	a material damage directly caused by the action or omission of Infotheek, including the reasonable and demonstrable costs incurred by the Customer in preventing or minimising such damage. Explicitly excluded is any liability of Infotheek for indirect damages, such as but not limited to, consequential loss, reputational damages and loss of business opportunities and customers;
"Drop Shipment"	the situation when the Customer (re-)sells the goods to third parties and the Customer requests Infotheek to deliver the goods directly to a third party in the name and on behalf of the Customer;
"Infotheek"	Infotheek, trade name of FLEX IT B.V., registered with the Dutch Chamber of Commerce under number 70449740 and

	having its registered address at Zaalbergweg 9, 2314 XS Leiden, the Netherlands, and/or its affiliated subsidiaries/companies as described in the Netherlands Civil Code, Book 2, Articles 24a up to and including 24b;
General Terms and Conditions:	These Infotheek general terms and conditions;
"GDPR"	the General Data Protection Regulation, in full: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;
"License"	an explicit written license from Infotheek to the Customer
"Personal Data"	any information relating to an identified or identifiable natural person ('Data Subject');
"Processing"	any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;
"Processor"	the entity which processes Personal Data on behalf of the Controller;
"Sub-processor"	any entity engaged by the Processor that processes Personal Data;
"Receivable"	Are unpaid Customer debt for products or services delivered or used;
"RMA"	Return Material Authorization;
"Third Party"	a natural or legal person, public authority, agency or body other than the Data Subject, Controller, Processor and persons who, under the direct authority of the Controller or Processor, are authorized to process Personal Data.
In Writing/Written:	In Writing or by email.

2. Applicability

2.1 These terms and conditions are applicable to every offer, sale and lease of goods (both material and non-material in nature), services and supplies, as well as those purchases of goods made by Infotheek to third parties, and to all work undertaken on behalf of the Customer, as well as to all

agreements in the broadest sense of the word entered into with third parties by Infotheek, with explicit exclusion of any general terms and conditions of the Customer.

2.2 These terms and conditions apply within and outside of the Netherlands, irrespective of the residence or domicile of the parties to any agreement and irrespective of the place where the agreement is formed or should be enforced.

2.3 These terms and conditions may be invoked also by Infotheek's directors, employees, agents and subcontractors. These terms and conditions apply also to non-contractual claims.

2.4 Infotheek has the right to amend these General Terms and Conditions and to declare the amended General Terms and Conditions applicable to the existing relationship between the Parties. The Customer will be informed of the introduction of the new General Terms and Conditions and their effective date In Writing.

3. Offers, orders and agreements

3.1 Infotheek shall provide all offers, quotations, and cost estimates with due care and to the best of its knowledge. However, any errors and/or omissions cannot always be excluded and shall not be binding for Infotheek nor can Infotheek be held liable for such. Upon discovery of any errors and/or omissions by Infotheek, the Customer shall inform Infotheek about this as soon as practically possible.

3.2 Unless explicitly agreed otherwise, all offers and quotations shall be excluding VAT and freight costs.

3.3 Unless explicitly agreed otherwise in writing, all offers and/or orders from the Customer shall be considered final. The orders and/or agreements and/or changes thereto shall become binding for Infotheek upon written confirmation by Infotheek.

3.4 Only the managing directors and/or explicitly authorised proxyholders can validly conclude agreements on behalf of Infotheek. Infotheek shall therefore not be bound by any agreements signed on its behalf by non-authorized personnel. This does not prejudice the authorisation of Infotheek's sales team to send quotations and/or order confirmations in the regular course of business, insofar these General Terms and Conditions remain applicable thereto.

3.5 Infotheek shall be entitled to sell, assign, encumber and/or subcontract any of its rights and obligations deriving from the agreement(s) with the Customer.

3.6 The Customer shall only be entitled to sell, assign, encumber and/or subcontract any of its rights and obligations deriving from the agreement(s) with Infotheek after Infotheek's prior written approval, which approval shall not be unreasonably withheld. Infotheek's approval for such request shall, amongst others but not exclusively, be dependent on the credit worthiness and business reputation of the acquiring party.

4. Invoices and payment term

4.1 Infotheek shall issue a separate invoice to the Customer for each order. In case of partial deliveries, Infotheek shall be authorised to also issue partial invoices. Unless agreed otherwise, the invoice shall in any case specify the goods, the price in euros and the payment term. Unless parties agree otherwise, the standard payment term shall be fourteen (14) days.

4.2 If the Infotheek invoices are not paid within the applicable payment term, the Customer shall be in default by operation of law, without a further notice of default being required. Infotheek shall charge to the Customer a statutory commercial interest (*wettelijke handelsrente)* as referred to in article 6:119a of the Dutch Civil Code (*Burgerlijk Wetboek*) as from the moment the invoices fall overdue. If the invoices remain unpaid, Infotheek reserves the right to claim reasonable extrajudicial costs and damages as from the moment that the Customer is in breach, to be calculated according to the Dutch scheme of extrajudicial debt collection costs (*Staffel*

Buitengerechtelijke Incassokosten), pursuant to the Dutch debt collection compensation regulation (*Besluit vergoeding voor buitengerechtelijke incassokosten)*, in force as per 1 July 2012.

4.3 As long as the Customer is in default regarding its payment obligations or any other obligations as set out in these General Terms and Conditions and/or any other agreement between the parties, Infotheek shall be entitled to suspend any of its delivery and/or transport obligations until the obligations of the Customer have been fully met.

4.4 Unless the Customer expressly makes a different allocation, payments received from the Customer are always applied against the oldest due receivable.

4.5 If the Customer is in payment default with any Receivable, all other Receivables against the Customer can be declared due and payable.

4.6 Retention of title: The title to the goods shall pass to the Customer after the invoice from Infotheek for the respective order has been fully paid, including interest and costs.

4.6.1 Delivered equipment, materials remain the property of Infotheek In case the Customer:

- Is declared bankrupt, decides to renounce estate, files a request for suspension of payment, or any attachment is levied on all or part of its property, or dies or is placed under guardianship;
- has the intention or decides to transfer all or part of its activities abroad, one of the partners resigns, the regulations or articles of association of the Customer are amended, or there is a change in the shareholders, all this if, in the opinion of Infotheek, these circumstances involve a considerable increase of risks;
- before entering into this agreement, has not informed Infotheek of facts or circumstances, the importance of which in the opinion of Infotheek is so important that, had Infotheek been informed, it would not have entered into the agreement or not in the same way;
- fails to fulfil any obligation under the Law of these conditions;
- fails to pay an invoice amount or a part thereof within the term set for it; Infotheek is entitled by the mere occurrence of one of the circumstances to cancel the agreement in whole or in part without notice of default or judicial intervention and to reclaim the unpaid part of the delivered equipment or materials.
- Cancellation and repossession, due to circumstances as described in this article 4.4.1, shall not affect Infotheek 's right to compensation for loss, interest and/or damage. In these cases, any claim of Infotheek against the Customer shall be immediately and fully due and payable.

4.6.2 This however does not prejudice the Customer's right to re-sell the goods to end users in the normal course of business. The Customer shall not be permitted to establish (or have established) any right of pledge on the goods, nor shall the goods serve as security for any claim of a third party. In case of resale of goods that have not (yet) been paid for in full, the Customer is obliged to make the same retention of title as mentioned in these terms and conditions, as well as to report the resale in writing to the Customer within five days after the moment of sale, stating the location of the equipment.

4.6.3 Infotheek is at all times entitled to take away (or have taken away) the delivered goods from the Customer or its holders based on these conditions if the Customer does not fulfil its obligations. The Customer must provide all necessary cooperation to this end upon first request under penalty of a fine of EUR 5.000, - (five thousand EURO) per day that he is/remains in default.

4.6.4 Moreover, as security for correct payment of all claims of Infotheek, on whatever account, Infotheek acquires a non-possessory pledge - by the arising of the claim - on all those goods in which the goods delivered by Infotheek have been incorporated, or of which they are part. As long as one of Infotheek 's claims is not paid, Infotheek also acquires a non-possessory pledge on all claims which the Customer could enforce against any third party in connection with goods delivered by Infotheek. The Client is obliged to provide Infotheek on first request with all relevant information and documentation in this respect on penalty of a fine of EUR

2.500, - (twenty-five hundred EURO) per day that the Client is/remains in default. The assignment signed by Customer and the subsequent written acceptance on the part of Infotheek shall count as a private deed as referred to in the Law.

4.6.5 With Customers located in Germany, the extended and comprehensive retention of title as set out in Annex 3 shall apply.

4.7 If the Customer's credit history gives rise thereto, Infotheek has the right, at its sole discretion, to request an advance payment for the orders or additional security for the Customer's payment obligations.

4.8 Infotheek is authorized to offset any amounts due from the Customer or its affiliated companies.

4.9 The Customer shall not offset any amounts on the due invoices. Any claims from the Customer shall be directed in writing to Infotheek. If Infotheek, in its sole discretion, approves the submitted claim, it shall provide the Customer with a credit note within fourteen (14) days.

4.10 Any invoices issued by the Customer to Infotheek (for example pursuant to rebate agreements, agreed discounts, (re)purchase of goods, transport orders, provided services or similar) shall be sent to Infotheek no later than six (6) months after the date of occurrence or delivery. After expiry on this period, Infotheek shall no longer accept the invoice and the Customer's right to payment shall elapse.

5. Transport and delivery

5.1 Unless explicitly agreed otherwise, Infotheek shall determine the means of transport and packaging.

5.2 Infotheek does not deliver goods to residential addresses. It is the responsibility of the Customer to ensure that Infotheek is provided with an address of the business premises of the Customer and/or its end-customer(s).

5.3 The Customer shall ensure to collect and/or accept the goods at the agreed time and place of delivery and ensure a proper accessibility of the place where the goods should be delivered. If the Customer fails to do so, it shall bear the additional cost for a new delivery and the storage costs.

5.4 The risk to the goods shall pass to the Customer at the moment of delivery. A delivery note from the carrier shall serve as a proof of delivery.

5.5 The Customer shall inspect the goods at the moment of delivery and notify the carrier, i.e. state it explicitly and detailed on the delivery note if any goods arrived damaged.

5.6 The provisions in this article 5 also apply to Drop Shipment.

6. Product classification, warranties and returns

6.1 The classification of delivered products shall be stated on the offer and/or the invoice. The overview of all product classifications and the corresponding warranty and warranty periods offered by Infotheek can be viewed through this link: https://infotheek.com/en/our-grading/.

6.2 The goods shall be considered to be delivered in a good condition and meet the applicable standards according to the relevant product class, unless the Customer notifies Infotheek about any (transport) damages promptly, and in any case within five (5) days after delivery by submitting a RMA request, accompanied by a signed delivery note stating the damages upon arrival.

6.3 Customer is either entitled to the manufacturer warranty or the Infotheek warranty on the terms and conditions as indicated through this link: https://infotheek.com/en/our-grading/ and further set out in this article 6 of- and Annex 1 to these terms and conditions. In case of a product defect which falls within Infotheek warranty the Customer shall submit a RMA request within the applicable Infotheek warranty period. Unless agreed otherwise in writing, if the goods are covered by a manufacturer warranty, any claims related thereto must be submitted directly to the manufacturer and not to Infotheek.

6.4 In deviation to the previous article 6.3, the manufacturer type of defect “dead-on-arrival” of new products must be reported to Infotheek within thirty (30) days after delivery, accompanied by manufacturer’s written approval.

6.5 If the Customer wishes to return any goods on other grounds, the restocking conditions as set out in Annex 2 shall be applicable. Notwithstanding the foregoing, RMA requests based on this article 6.5 shall be submitted by the Customer no later than five (5) business days after delivery, after which the products can no longer be returned and/or reimbursed.

6.6 The RMA request from the Customer shall in any case include the following details and/or documents:

- Order number;
- Serial number;
- If already issued, a copy of the corresponding invoice;
- Photos;
- Pick-up address;
- Reason for return;
- In case of return due to (transport) damages, a signed delivery note specifying damages upon arrival (as referred to in article 6.2); and
- In case of dead-on-arrival (DoA) of new products, manufacturer’s approval.

6.7 If the RMA formalities have been met and are correct and complete, Infotheek shall provide the Customer with a return label which the Customer can use to return the goods at Infotheek’s expense. As a standard service under the RMA, Infotheek will send replacement products of equal or equivalent specifications of the products involved in the RMA, with the right of Infotheek to deviate from or cancel this standard service at its sole discretion. The replacement products will be confirmed by a new order, which order is subject to these General Terms and Conditions, and for which - in accordance with the General Terms and Conditions - a new invoice shall be sent to the Customer. Both the provision of the return label and sending replacement products shall however in no case be considered as recognition of the validity of the underlying claim, as the returned goods and the claim itself shall only be examined to Infotheek upon receipt of the returned products.

6.8 The Customer shall ensure to remove any private account details or security locks (such as passwords or iCloud) from the returned products. Infotheek shall not accept any returned products with any private account details or security locks on it and shall return the product to the Customer and charge the Customer all transport and research costs.

6.9 Upon receipt of the returned goods, and article 6.8 is not applicable, Infotheek shall examine the underlying claim pursuant to the RMA request. If, in Infotheek’s sole opinion, the claim proves to be valid, Infotheek shall – at its own discretion - provide the Customer with (i) the repaired product(s); OR (ii) - if not already provided - a replacement product which is equal or equivalent to the specifications in the purchase order; OR (iii) a credit note, such within ten (10) working days after receipt of the returned goods by Infotheek; OR (iv) a credit note equal to the total amount of the invoice as issued under article 6.7, such within ten (10) working days after receipt of the returned goods by Infotheek.

6.10 If Infotheek decides to provide a credit note as referred to under option (iii) in article 6.9, and the additional purchased Infotheek warranty period is applicable as referred to in Annex 1, the total credit amount shall be subject to a deduction of one third (1/3rd) of the product order value for RMA’s validly submitted during the second warranty year, or a deduction of two third (2/3rd) of the product order value for RMA’s validly submitted during the third warranty year.

6.11 In case the claim, in Infotheek’s sole opinion, proves to be invalid (for example, but not limited to, in cases when the product is not defect, or the defect is not covered by the warranty conditions or the claimed non-conformity to the agreed standards is not applicable), Infotheek will, if requested by the Customer, return the returned products to the Customer. The Customer shall submit such a request no later than five (5) business days after Infotheek has declared the claim to be invalid. The Customer shall bear all transport and research costs. For the avoidance of doubt, if the Customer does not wish to return the returned products to Customer under this article 6.11,

or if the Customer has not submitted the return request within the aforementioned period, the returned products shall be subject to the restocking conditions as set forth in Annex 2.

7. Infotheek's Liability

7.1 Apart from its delivery and warranty obligations, Infotheek shall not be liable towards the Customer other than in case of gross negligence, in which case Infotheek's liability for the Customer's direct damages per event or a series of related events with the same or similar cause, irrespective the legal base of such claim(s), shall be limited to the amount of the respective invoice, but shall in no case exceed an amount of EUR 25.000.

7.2 The Customer's right to claim damages shall elapse after one (1) year after the respective delivery and/or performance of if the agreement by Infotheek.

7.3 Infotheek can only be liable for Direct Loss.

7.4 In no event Infotheek shall be liable for any damages suffered by third parties. The Customer hereby indemnifies and holds Infotheek harmless, its affiliated companies, and its respective directors, representatives, agents, employees, and subcontractors for any and all claims from third parties (whether directed to the Customer or Infotheek) in connection with the performance of the agreement by Infotheek or the delivered goods.

7.5 In case of a force majeure situation, Infotheek can, at its own discretion, suspend and/or cancel its obligations towards the Customer, without this resulting in any liability for Infotheek. In case of cancellation due to force majeure circumstances at the side of Infotheek, Infotheek shall reimburse the (pre)paid amounts to the Customer.

A force majeure situation is for example (but not limited to) acts of God, war, war risk, terror attacks, riots, disturbances, state of natural disaster certified by an independent body, epidemic or pandemic recognized by the public authorities; delays in the supply of materials or dispatch of a finished product; sickness of a number of employees such that compliance is reasonably not possible; strikes, industrial conflicts, lockout or similar actions within or against Infotheek, its suppliers or non-employees; other problems with production or supply on the part of Infotheek or its suppliers and/or problems with transport by Infotheek or by third parties, such as, but not limited to operational breakdowns, delayed deliveries/shipments on the part of Infotheek's suppliers (including intra-group suppliers), shortages of energy supplies or materials, and traffic disruptions to the extent that the events were unforeseeable, as well as strikes, legal blockades/seizures/arrests, government orders, acts of government (including decisions to close businesses, shops and restrictions on opening, partial or general, taken to combat epidemics or pandemics), default of supplies or inability to obtain materials and all instances of force majeure; damage to the production due to fire, storm or any other extreme unforeseen cause, total or partial destruction of the premises of one Infotheek certified by an independent third party; any action taken by a national or international person in authority.

8. Cancellation, Suspension and Termination

8.1 Infotheek shall have the right – at its own discretion – to immediately cancel, suspend or terminate its obligations deriving from the order(s) and/or agreement(s) without being liable towards the Customer, if:

(a) Despite having received a notice of default from Infotheek, the Customer remains in breach to fulfil any of its obligations towards Infotheek, whether or not connected to the respective order(s) and/or agreement(s);

(b) the Customer has been declared bankrupt or filed for a suspension of payments (*sursèance van betaling*);

(c) in Infotheek's opinion, the Customer has suffered a material adverse change;

(d) the Customer has suffered any change in its direct or indirect ownership or control within the meaning of the SEC's Merger Code 2015 (*SER Fusiegedragsregeles 2015*);

(e) the Customer has breached any of its representations or warranties, and/or has issued any false statements, and/or has in any other way acted fraudulent and/or grossly negligent, and/or has in any other way been linked to misconduct in such way that continuing to do business with this Customer could result in a breach of Infotheek's regulatory obligations or harm Infotheek's reputation.

8.2 If Infotheek exercises its cancellation/suspension/termination right under paragraph 8.1, all due invoices from Infotheek shall become immediately due and payable.

8.3 If Infotheek cancels, suspends and/or terminates any order(s) and/or agreement(s) due to circumstances as described in article 8.1(a) or 8.1(e), the Customer shall be fully liable for any damages suffered by Infotheek.

8.4 Unless agreed otherwise in writing, in cases other than described in article 8.1, Infotheek shall have the right to terminate any agreement(s) with thirty (30) days prior written notice without being liable towards the Customer.

8.5 Any agreements concluded with the Customer shall state the applicable minimum period. If such period is not included, the agreement shall be deemed to be concluded for a period of one (1) year (separate orders excluded). The Customer shall be entitled to terminate the agreement by giving Infotheek at least sixty (60) days' prior written notice before the end date. If the Customer has not terminated the agreement in accordance with this paragraph, it shall automatically be extended for the same period as the initial term. For the avoidance of doubt, if the Customer terminates the agreement, Infotheek shall not be held to pay any compensation whatsoever for this.

8.6 The Customer's right of cancellation, suspension, recission, nullification is expressly excluded as far as legally permissible.

9. Intellectual Property

9.1 Any and all intellectual property and related rights (including knowhow) owned by or licensed to Infotheek, such as, but not limited to, trademarks, copyright (for example into software), designs and image rights, shall be and remain the sole property of Infotheek. The Customer has no right to use these intellectual property and/or related rights in any way, unless Infotheek has granted a License to the Customer.,

9.2 Any and all intellectual property rights granted by Infotheek to the Customer in writing, shall also remain the sole property of Infotheek and/or its suppliers (as applicable). Unless otherwise agreed in writing, the Licenses granted to the Customer shall be non-exclusive, non-transferrable, non-pledgeable and may not be sub-licensed.

9.3 Infotheek sources its new retail products which are designated by the trademark owner for use and/or sale exclusively within the European Economic Area ("EEA"), within the EEA.

9.4 Infotheek does not warrant that the original manufacturer of the software shall continue to produce and/or make available the original software for any purchased hardware. Infotheek shall not be liable for any claims from third parties relating to (intellectual) property rights and/or infringements and/or for any discontinued manufacturing.

9.5 The Customer acknowledges and agrees that the products may contain intellectual property rights of third parties, whether or not these intellectual property rights have been (sub)licensed to Infotheek. The Customer warrants and guarantees that it shall respect Infotheek's and its suppliers' and any third parties' intellectual property rights. This means, amongst others, that the Customer shall not grant, transfer and/or (sub)license any of its user rights (Licenses, if any) to third parties and shall not infringe the European Regulation 207/2009 and the European Trademarks Directive 2008/95/EC, as repealed and amended from time to time, and/or violate any other national and/or international regulations and/or contractual obligations in agreements with Infotheek and/or its affiliates regarding these intellectual property and related rights. The Customer indemnifies and holds Infotheek and/or its suppliers harmless for any claims due to

Customer infringement of intellectual property rights in connection with the other parties' use of the products and/or related rights as granted by Infotheek.

9.6 The Customer acknowledges and agrees that, for the purpose of compliance with this article, Infotheek may share the sales information (such as transaction date, details of the Customer and serial numbers of the hardware) relating to the order(s) placed by the Customer with its suppliers. To the extent that such sales information contains any personal data, disclosure of such personal data shall be treated in accordance with article 10 of these terms and conditions.

10. Data Protection

10.1 In its performance under the agreement, Infotheek may process Personal Data of Data Subjects in its capacity as a Processor, or in its capacity as a Controller. Infotheek may process Personal Data of the Customer or Third Parties for the purpose of conclusion and execution of agreements inter alia for the processing of orders, arranging for shipments, licensing software, debt collection, administration, customer satisfaction surveys, marketing or any other purpose agreed between the Parties.

10.2 Both Infotheek and the Customer shall comply with and have their own responsibilities under the applicable data protection laws (GDPR and applicable national laws and regulations). The parties' rights and obligations with respect to processing of Personal Data shall be construed and interpreted in accordance with these data protection laws.

10.3 If Infotheek receives Personal Data from the Customer in the context of the agreement, not being Personal Data from Third Parties, Infotheek shall qualify as the Controller of the Personal Data. This could be, for example, Personal Data of an employee or director of the Customer.

10.4 For the purpose of delivery of ordered goods, Infotheek could process Personal Data from Third Parties, being clients/customers of the Customer, received from and/or on behalf of the Customer. In this case, Infotheek shall qualify as a Processor and the Customer shall qualify as Controller of the Personal Data and the following provisions (also referred to as the 'privacy policy') shall apply:

10.4.1 The processing of Personal Data by Infotheek shall be carried out in accordance with the written instructions as provided by the Customer. The Customer shall only provide categories of Personal Data to Infotheek as strictly necessary for the purpose and shall ensure that this disclosure shall be in accordance with the applicable data protection laws.

10.4.2 Infotheek shall take technical and organisational measures, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. These measures are aimed to prevent the unnecessary collection, disclosure and any further processing of Personal Data. Infotheek shall adjust the technical and organizational measures from time to time when necessary for these purposes.

10.4.3 Infotheek shall only be authorized to process Personal Data outside the European Economic Area ("EEA") if all legal requirements in this respect have been met.

10.4.4 Infotheek shall ensure that only its employees shall have access to the data as reasonably necessary for the purpose. Such employees shall be bound by written confidentiality obligations.

10.4.5 Infotheek shall not share the Personal Data with Third Parties, unless it is required to do so by virtue of mandatory rules, a binding decision from a government agency or an order to do so by a competent court.

10.4.6 In the event of a Data Breach, Infotheek shall inform the Customer within 48 hours from notice. Infotheek shall take all reasonable measures at reasonable costs to minimize the impact of the Data Breach. All reasonable costs shall be shared equally between the parties, taking into account their respective share in the cause of the Data

Breach. The Customer shall be the sole responsible party for notifying the Authority and Data Subjects. Infotheek shall provide reasonable assistance to the Customer in relation to (the review and notification of) the Data Breach if requested.

10.4.7 The Customer hereby gives Infotheek permission to engage Sub-processors in the processing of Personal Data, with due observance of the applicable privacy legislation. Upon request, Infotheek will inform the Customer of the Sub-processors engaged. The Customer has the right to object to any Sub-processor proposed or engaged by Infotheek. If the Customer objects to third parties engaged by the Infotheek, the Parties will consult in order to reach a reasonable solution.

10.4.8 Infotheek will in any case ensure that such Sub-processors accept in writing the same obligations as were agreed herein with regard to the processing of Personal Data, inter alia regarding safety measures. Infotheek shall be and remain responsible for the data processing towards the Customer.

10.4.9 If Infotheek receives a request or objection from a Data Subject based on articles 15 to 21 GDPR, Infotheek shall forward this request immediately to the Customer, which shall take care of the response. Infotheek shall assist the Customer to fulfil its obligations in this respect.

10.4.10 The Customer has the right to ask and receive information regarding the processing of the Personal Data by Infotheek, as reasonable for monitoring and compliance purposes and to enable the conduct of audits, performed by an independent EDP auditor. The costs of such audit shall be borne by the Customer. Infotheek shall also assist the Customer, to a reasonable extent, in its conduct of data privacy impact assessments.

10.4.11 Each party will be liable for their own Processing activities, unless otherwise agreed herein.

10.4.12 Infotheek's liability for loss suffered by the Customer is limited to intentional acts, gross negligence and/or wilful recklessness of Infotheek. In any case, Infotheek's liability is limited to the compensation for Direct Loss and to a maximum amount of the respective invoice corresponding with the order but shall in no case exceed an amount of EUR 25.000 (twenty-five thousand euros) per event, with a series of consecutive events counting as a single event.

10.4.13 Infotheek is explicitly not liable for the loss suffered by the Customer as a result of a fine being imposed on it by (one of) the Authorities. This applies unless the (or any part of the) fine has been imposed on the Customer in connection with an intentional act, gross negligence or wilful recklessness on the part of Infotheek in the performance of its obligations hereunder that can only and solely be attributed to Infotheek, for that part, and provided that the Customer has done everything in their power to prevent or reduce the fine.

10.4.14 Unless performance by Infotheek is permanently impossible, and subject to the limitations herein, Infotheek shall only be liable in connection with the performance of its obligations hereunder if the Customer gives Infotheek written notice of default without delay and grants Infotheek a reasonable term in which to remedy the failure, and Infotheek continues to attributably fail to comply with its obligations even after this term has lapsed. The notice of default must describe the failure as comprehensively and in as much detail as possible in order to give Infotheek the opportunity to respond adequately. Explicitly excluded is any liability of Infotheek for any damage or claims caused by any circumstances beyond Infotheek's reasonable control.

10.4.15 Any claim for compensation by the Customer against Infotheek that is not specified and explicitly stated shall be barred by the mere expiry of twelve (12) months following the inception of the claim. The Customer indemnifies and holds Infotheek harmless for any damage or claim caused by or attributable to the Customer, including claims

by Data Subjects. This indemnification includes fines imposed on Infotheek by any Authority, which are based on non-compliance with the data protection laws caused by or attributable to the Customer (at least, for that part).

10.4.16 Infotheek shall process the Personal Data as long as necessary for the purposes indicated above, or longer to comply with its legal obligations such as (statutory) retention periods (and for that term). After termination of the Agreement, or expiry of an applicable retention period, Infotheek shall destroy the Personal Data received (including copies thereof) from the Customer without delay.

10.5 In case the Customer would receive any Personal Data from Infotheek, for example of its directors or employees, the Customer shall comply with all applicable privacy laws and parties shall conclude further agreements if necessary.

11. Taxes and Duties

11.1 Infotheek may charge, and the Customer shall pay any applicable national or local sales, use or value added taxes which Infotheek is legally obliged to charge. The Customer shall provide Infotheek with any forms, documents, or certifications as may be required by Infotheek to satisfy its information reporting or withholding tax obligations.

11.2 Unless otherwise agreed, the Customer shall be responsible for any applicable import and/or custom or similar duties.

11.3 The Customer hereby acknowledges and agrees that in cases where the Customer wishes to have the delivery of the products to another member state of the European Union than where the Customer is VAT-registered, Infotheek (as party 'A') shall invoice the Customer (as party 'B') in conformation with a simplified A-B-C supply chain transaction, in accordance with article 141 paragraph 1 of the VAT Directive 2006/112/EC.

12 Confidentiality, Non- Solicitation

12.1 The Customer shall ensure that all confidential information provided by Infotheek (such as financial information, business development plans and stock feeds), remains confidential. Without Infotheek's prior written approval, the Customer shall not share the confidential information with third parties. If the Customer is required to share Infotheek's confidential information by law, court order or governmental authority, the Customer shall inform Infotheek immediately about such obligation. The confidentiality obligation shall also apply to the Customer's employees and/or subcontractors.

12.2 During the term of the agreement and/or business relationship between Infotheek and the Customer, and for a period of one year thereafter, the Customer shall not, without Infotheek's prior written approval, employ, agreement or otherwise enter into any business relationship with any of Infotheek's personnel, staff or contractors, whether or not via third parties.

12.3 The Customer acknowledges that money damages may not be a sufficient remedy for any breach of this article and that Infotheek shall be entitled to equitable relief, including but not limited to injunctive relief and specific performance, as a remedy for such breach. This does not prejudice Infotheek's right to claim full damages.

13 Severability

13.1 If Infotheek fails or delays in enforcing any of the Customer's obligations, or existing right or remedy, such does not constitute a waiver of that obligation, right or remedy.

13.2 If any provision in these terms and conditions or in any agreement between the parties is in conflict with law, this shall not affect the other articles. The parties shall replace the void articles

by provisions which are as close as possible to the initially intended purpose.

14 Governing law and disputes

14.1 The relationship between Infotheek and the Customer shall be governed by Dutch law. United Nations Convention on Agreements for the International Sale of Goods (CISG) is not applicable to these terms and conditions, or any agreement concluded between Infotheek and the Customer.

14.2 All disputes shall be subject to the judgement of the competent court in The Hague, the Netherlands.

Annex 1 – warranty conditions

A. This Annex specifies the warranty conditions, i.e. warranty coverage for the product defects.

B. For the goods covered by a **manufacturer warranty**, the conditions of such manufacturer warranty shall be applicable within the specified warranty period as set forth in the overview of all product classifications and the corresponding warranty periods which can be viewed through this link https://infotheek.com/en/our-grading/

C. The manufacturer will in its sole discretion determine whether the warranty conditions of the manufacturer warranty are met and Infotheek is not responsible and/or liable for any goods and claims covered by the manufacturer warranty, included but not limited to claims made towards the manufacturer.

D. For the goods covered by a **Infotheek warranty**, as set forth in the overview of all product classifications and the corresponding warranty periods which can be viewed through this link: https://infotheek.com/en/our-grading/ the below coverage conditions shall be applicable during the specified warranty period. An extension of up to two (2) years of the Infotheek warranty period may be purchased by the Customer, which offer to purchase is at the sole discretion of Infotheek. The extension shall automatically start the first calendar day after the standard warranty period has ended, as set forth in the above link, and shall together with the standard warranty period in no case exceed a maximum of three (3) years.

Covered

- Product failure /defect other than exempted below.

Not covered

- Improper use or inadequate preparation of the site where the goods should be installed;
- Changes or inadequate system maintenance (unless carried out by/with approval of Infotheek);
- Defects and/or other limitations caused by non-Infotheek products that affect the functioning of the systems for which Infotheek provides support or service;
- Data loss or downtime of systems;
- Malicious software (virus, worm, etc.) which has not been introduced by Infotheek or against which the Customer has not taken the reasonably expected protection measures, for example in the form of up-to-date virus protection and firewall software;
- Misuse, negligence, accident, fire, water or dust damage, power failures, transport by the Customer or other causes beyond the influence of Infotheek;
- Batteries and software.

Annex 2 – restocking conditions

A. This Annex specifies restocking conditions for product returns pursuant to article 6.5 of these terms and conditions, i.e. in cases when the RMA is not based on non-conformity with the purchase order, product defects or (transport) damage, but (for example) on the changed business circumstances or an error on the side of the Customer.

B. Infotheek reserves the right to refuse RMAs under this section at its sole discretion (for example but not limited to in case of back-to-back orders, excessive RMA value, misuse or similar).

C. The standard restocking fee amounts to 5% of the order value, with a minimum of EUR 100, -(one hundred EUR) (or local currency equivalent), excluding transport costs which will be borne by the Customer, provided that the goods are returned in **original, not opened packaging**. Customer is responsible for return of the goods to Infotheek's warehouse at Zaalbergweg 9, 2314 XS Leiden, the Netherlands.

D. If the goods are returned in **opened, but undamaged boxes and in complete state** (i.e. including all packaging, manuals, accessories etc.), the restocking fee shall amount to 20% of the value of the returned products, with a minimum of EUR 100,- -(one hundred EUR) (or local currency equivalent), excluding transport costs which will be borne by the Customer. Customer is responsible for return of the goods to Infotheek's warehouse at Zaalbergweg 9, 2314 XS Leiden, the Netherlands.

E. Goods may **not** be returned pursuant to this section if the products, accessories, manuals and/or packaging is damaged, missing or not complete.

F. Activated software or software in opened box may **not** be returned.

Annex 3- Verlängerter und erweiterter Eigentumsvorbehalt Deutschland

1. Einfacher Eigentumsvorbehalt

(Kontokorrent-/Saldoklausel (Geschäftsverbindungsklausel))
Der Infotheek behält sich das Eigentum an der Ware vor, bis sämtliche Forderungen des Infotheek gegen den Kunde aus der Geschäftsverbindung einschließlich der künftig entstehenden Forderungen auch aus gleichzeitig oder später abgeschlossenen Verträgen beglichen sind. Das gilt auch dann, wenn einzelne oder sämtliche Forderungen des Infotheek in eine laufende Rechnung aufgenommen wurden und der Saldo gezogen und anerkannt ist.

2. Verlängerter Eigentumsvorbehalt bei Weiterverkauf mit Vorausabtretungsklausel

Der Kunde ist zur Weiterveräußerung der Vorbehaltsware im ordnungsgemäßen Geschäftsgang nur dann berechtigt, wenn er dem Infotheek hiermit schon jetzt alle Forderungen abtritt, die ihm aus der Weiterveräußerung gegen Abnehmer oder gegen Dritte erwachsen. Wird Vorbehaltsware unverarbeitet oder nach Verarbeitung oder Verbindung mit Gegenständen,
die ausschließlich im Eigentum des Kunden stehen, veräußert, so tritt der Kunde schon jetzt die aus der Weiterveräußerung entstehenden Forderungen in voller Höhe an den Infotheek ab. Wird Vorbehaltsware vom Kunde - nach Verarbeitung/ Verbindung - zusammen mit nicht dem Infotheek gehörender Ware veräußert, so tritt der Kunde schon jetzt die aus der Weiterveräußerung entstehenden Forderungen in Höhe des Wertes der Vorbehaltsware mit allen Nebenrechten und Rang vor dem Rest ab. Der Infotheek nimmt die Abtretung an. Zur Einziehung dieser Forderungen ist der Kunde auch nach Abtretung ermächtigt. Die Befugnis des Infotheek, die Forderungen selbst einzuziehen, bleibt hiervon unberührt; jedoch verpflichtet sich der Infotheek, die Forderungen nicht einzuziehen, solange der Kunde seinen Zahlungs- und sonstigen Verpflichtungen ordnungsgemäß nachkommt. Der Infotheek kann verlangen, dass der Kunde ihm die abgetretenen Forderungen und deren Schuldner bekannt gibt, alle zum Einzug erforderlichen Angaben macht, die dazu gehörigen Unterlagen aushändigt und den Schuldnern die Abtretung mitteilt.

3. Verlängerter Eigentumsvorbehalt mit Verarbeitungsklausel

Eine etwaige Be- oder Verarbeitung der Vorbehaltsware nimmt der Kunde für den Infotheek vor, ohne dass für Letzteren daraus Verpflichtungen entstehen. Bei Verarbeitung, Verbindung, Vermischung oder Vermengung der Vorbehaltsware mit anderen, nicht dem Infotheek gehörenden Waren, steht dem Infotheek der dabei entstehende Miteigentumsanteil an der neuen Sache im Verhältnis des Wertes der Vorbehaltsware zu der übrigen verarbeiteten Ware zum Zeitpunkt der Verarbeitung, Verbindung, Vermischung oder Vermengung zu. Erwirbt der Kunde das Alleineigentum an der neuen Sache, so sind sich die Vertragspartner darüber einig, dass der Kunde dem Infotheek im Verhältnis des Wertes der verarbeiteten bzw. verbundenen, vermischten oder vermengten Vorbehaltsware Miteigentum an der neuen Sache einräumt und diese unentgeltlich für den Infotheek verwahrt.

4. Scheck-/Wechsel-Klausel

Wird im Zusammenhang mit der Bezahlung des Kaufpreises durch den Kunde eine wechselmäßige Haftung des Infotheek begründet, so erlischt der Eigentumsvorbehalt sowie die diesem zugrunde liegende Forderung aus Warenlieferungen nicht vor Einlösung des Wechsels durch den Kunde als Bezogener.

5. Übersicherungsklausel

Wenn der Wert der bestehenden Sicherheiten die zu sichernden Forderungen um mehr als (hier wäre die Prozent-Marge in der jeweiligen Branche einzusetzen, jedoch maximal 20%) übersteigt, ist der Infotheek auf Verlangen des Kunden insoweit zur Freigabe verpflichtet.

6. Herausgabe des Vorbehaltsguts

Der Infotheek ist berechtigt, jederzeit die Herausgabe der ihm gehörenden Gegenstände zu verlangen, insbesondere die Rechte auf Aussonderung oder Abtretung des Anspruchs auf die Gegenleistung im Insolvenzverfahren geltend zu machen, wenn die Erfüllung seiner Forderungen durch den Kunde gefährdet ist, insbesondere über dessen Vermögen das Insolvenzverfahren eröffnet wird oder sich dessen Vermögensverhältnisse wesentlich verschlechtern. Die Geltendmachung des Eigentumsvorbehaltes sowie Pfändungen der Liefergegenstände durch den Infotheek gelten nicht als Rücktritt vom Vertrag.

7. Eingriffe Dritter in das Vorbehaltsgut

Bei Pfändungen sowie Beschlagnahmen der Vorbehaltsware oder sonstigen Verfügungen oder Eingriffen Dritter in die Rechte des Infotheek hat der Kunde ihn unverzüglich zu benachrichtigen und in Abstimmung mit ihm alles Erforderliche zu tun, um die Gefährdung abzuwenden. Soweit es zum Schutz der Vorbehaltsware angezeigt ist, hat der Kunde auf Verlangen des Infotheek Ansprüche an ihn abzutreten. Der Kunde ist zum Ersatz aller Schäden und Kosten - einschließlich Gerichts- und Anwaltskosten - verpflichtet, die dem Infotheek durch Interventionsmaßnahmen gegen Zugriffe Dritter entstehen.

Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschließlich deutsches Recht.