

GENERAL TERMS AND CONDITIONS

of

The private limited companies

Quest Electronics B.V.

and

Quest Projects B.V.

established in Middenmeer (the Netherlands)

both also trading under the names

Quest Photonic Devices

and

Quest Innovations

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hereinafter referred to as **Quest**

1. GENERAL

- 1.1 By filing these General Terms and Conditions with the Registry of the District Court of Zwolle (the Netherlands) all previous terms and conditions and stipulations of Quest are rendered invalid.
- 1.2 All instructions are carried out under the following conditions only, unless explicitly agreed otherwise and confirmed in writing by Quest.
- 1.3 All deliveries are deemed to have been made and all payments must be made in Middenmeer.
- 1.4 Arrangements made with Quest staff do not bind Quest, unless confirmed by Quest in writing.
- 1.5 The client acknowledges the applicability of these General Terms and Conditions by the mere fact of giving Quest an instruction of whatever nature, unless these terms and conditions have been explicitly rejected by the client in writing; the client merely referring to his own terms and conditions, or a standard clause on the client's stationery or in his own terms and conditions pertaining to the exclusive force of these own terms and conditions is not enough.
- 1.6 If it has been agreed that certain subjects stipulated under these general terms and conditions are deviated from, these General Terms and Conditions shall remain fully applicable to the rest of that agreement. Agreed deviations shall never apply to more than one instruction, unless agreed in writing on each occasion.
- 1.7 These terms and conditions apply to all agreements to be concluded by Quest and its clients and any commitments resulting from that, with the exclusion of other terms and conditions which may be declared applicable by clients, unless agreed otherwise in writing. Client is taken to mean any party that instructs or wishes to instruct Quest to develop, supply, build in and/or maintain cameras, parts of cameras, (operating) software and electronics or a combination thereof, any party that hires or wishes to hire (camera) systems from Quest, or concludes or wishes to conclude any other agreement with Quest.
- 1.8 Conditions, stipulations, etc. agreed upon with agents, representatives or other intermediates, which deviate from these terms and conditions shall only bind Quest if Quest has explicitly confirmed them in writing.
- 1.9 Whenever these terms and conditions refer to 'written' or 'in writing', this is also taken to mean e-mail correspondence, provided that this e-mail is confirmed with a so-called non-automatic reply.

2. OFFERS

- 2.1 Unless explicitly stated otherwise, all offers shall be without engagement. Quest shall not be bound until after it has confirmed the instruction in writing.
- 2.2 If an instruction is offered on the basis of actual costs, the prices quoted only serve as an indication; the actual hours worked by Quest or the third parties it has hired and the actual costs incurred by Quest shall be passed on.
- 2.3 A compound quotation does not oblige Quest to execute part of the instruction at a proportional part of the quoted price for the entire instruction.
- 2.4 All prices quoted by Quest are exclusive of VAT, packing, courier and shipping costs and/or other taxes, charges or levies imposed on the goods and/or services, including unforeseen external costs, unless the confirmation of instruction explicitly states otherwise.
- 2.5 The prices in the offers only apply to the quantities given in those offers.
- 2.6 If no instruction is forthcoming, Quest reserves the right to charge the costs incurred for design, preparation and calculation or part thereof, yet only when it concerns an in-depth study of the project and calculated according to standards of reasonableness and fairness in consultation with the client.
- 2.7 In addition to the relevant information in the offer, catalogues and brochures, the normal and/or customary tolerances apply to all goods on offer; an explicit reservation is included with regard to minor differences in the listed colours of the goods. Slight deviations from the images and/or descriptions in the offer, catalogues and brochures are therefore reserved. Such deviations shall never discharge the client from his obligations under the agreement.
- 2.8 Prices quoted are explicitly subject to change, without prior notice, also after the confirmation of instruction has been submitted; Quest shall be entitled to pass on to the client any increases in prices of raw materials, wages, social employer's contributions and/or other terms of employment, as well as increases of other rates, duties, charges, levies and taxes, as well as changes in exchange rates which lead to an increase of costs for Quest, all of which are effectuated since the formation of the agreement and before the entire delivery is made.
- 2.9 Any assembly or installation costs are included in the prices quoted only when explicitly stated.
- 2.10 The models, images, drawings and dimensions included, displayed or communicated in the offers only give a general representation of the products on offer. Changes to the construction, as a result of which the actual version slightly differs from the aforementioned models, images, drawings or dimensions, but which do not constitute a major change to the technical and aesthetic version, do not compel Quest to pay any compensation and do not give the client the right to refuse delivery or payment.
- 2.11 Models, images, technical descriptions, drawings, designs, calculations and dimensions form part of the agreement, if and insofar as referred to in the agreement. In the event that models, images or drawings deviate from the technical description, the technical description shall prevail.
- 2.12 The designs, images, drawings, specification of dimensions and weights for installation activities are as accurate as possible, yet certainly not binding; minor unavoidable differences during execution cannot be blamed on Quest. Instructions are executed during normal working hours.
- 2.13 Offers and deliveries of non-standard software are based on the information provided by the client and only relate to the applications and specifications stated by Quest in writing. Meetings regarding the working and content of such software shall be laid down in writing and is signed by the client in agreement. Failing such report, this non-standard software is developed at the risk of the client. Changes to reports already approved shall be charged extra, on the basis of actual costs.
- 2.14 Development of non-standard software must be regarded as a best efforts agreement, not as a result agreement. All development costs - which could not be considered when the offer was made - that are the result of changes to the client's specifications during the development, or that may arise during the implementation of the developed software are therefore passed on to the client.

3. INSTRUCTIONS

- 3.1 An order or instruction binds the client. Quest is not bound until the confirmation of instruction has been submitted. Unless the client notifies Quest of his objection in writing within eight days of the confirmation of instruction having been sent, the confirmation of instruction is deemed to reflect the agreement correctly and fully.
- 3.2 In the case of all instructions given other than in writing, the client can - within seven days of the date of this confirmation - express his wish to abandon the instruction.
- 3.3 The client must notify Quest in a timely fashion and in writing of any changes to the execution of the instruction, required by the client after that instruction has been given. If these changes are reported verbally, by e-mail or by telephone, the risk of the implementation of the change shall be payable by the client, unless Quest has confirmed these changes in writing.
- 3.4 In the event that the client cancels the instruction, either wholly or in part, he shall be obliged to pay Quest all costs incurred, within reason, for the purpose of executing this instruction (costs for design, drawings, calculations, preparations, storage, commission, etc.). If so required by Quest, the client is also obliged to pay compensation for loss of profits, as well as the other damage or losses that are the result of the cancellation in question.
- 3.5 Changes to the original instruction, of whatever nature, reported in writing or verbally by or on behalf of the client, which lead to costs that are higher than could have been anticipated upon quotation and/or confirmation of instruction, shall also be passed on to the client as additional costs.
- 3.6 Changes to and/or cancellations of orders made or instructions given do not bind Quest until a written acceptance has been issued.
- 3.7 Written instructions from the client must include a clear description of the work to be carried out.
- 3.8 Quest reserves the right to carry out and charge the client for more work than stated in the written instruction or confirmation of instruction, if this work is in the interest of the client and/or for the correct execution of the instruction. The client shall be notified of the execution of this additional work as soon as possible.
- 3.9 Instructions that lead to regularly recurring work - which may differ slightly each time - are deemed to have been given for an indefinite period of time.
- 3.10 Upon cancellation of an instruction for an indefinite period of time, both parties must observe a notice period of at least three months.
- 3.11 If the client does not express his wish to dissolve the agreement within three months before expiry of the contract period, a fixed-term agreement shall be tacitly renewed for the same period as originally agreed on.
- 3.12 In the event that a hirer cancels a hire contract, either in full or in part, less than 24 hours before the agreed hire term starts, the full hire amount agreed on shall be payable for the entire hire period; in the case of a cancellation more than 24 hours before the start date of the hire period, 75% of the full hire amount agreed on shall be payable for the entire hire period, even if the cancellation has been agreed on. If Quest manages to hire out the reserved material and staff to third parties for the entire or part of the reserved period by virtue of an analogue agreement, Quest shall credit the hirer for the amounts thus received, minus any costs incurred.

4. DELIVERIES/EXECUTION OF THE INSTRUCTION

- 4.1 Each partial delivery, also including the delivery of parts of a compound instruction, can be invoiced, in which case that partial delivery is regarded as an independent transaction; in such cases, payment is made in accordance with the provisions in the “payment” section.
- 4.2 Stoppages or delays shall not be payable by Quest, unless it has caused them, all this without prejudice to the provisions in section 5.
- 4.3 An instruction is executed with the normal applicable time. If an instruction must be expedited, overtime and/or any other additional costs incurred may be charged. The client shall allow Quest a little leeway with regard to the execution period. The term is deemed irrevocable and a deadline if, when giving the instruction, the client has informed Quest in writing of the implications of a delay and this has been confirmed by Quest in writing.
- 4.4 Any material to be processed or built in by Quest must have been delivered in time and carriage paid at the address stipulated by Quest. In the case of a non carriage paid delivery, the shipping costs incurred shall be passed on to the client, without prejudice to Quest’s right to refuse a non carriage paid delivery.
- 4.5 The data and material to be processed by Quest and the build in-ready equipment must be delivered in a timely fashion and on the dates to be stipulated by Quest, carriage paid, at the address stipulated by Quest.
- 4.6 As soon as the client has been notified of the fact that the goods he has ordered are available, he must take delivery of them within ten days, failing which Quest is entitled to charge the client storage costs or to regard the agreement as dissolved by operation of law, while retaining the right to compensation.
- 4.7 If the client fails to take delivery of the goods within the term stipulated in paragraph 6 of this section, all damage to the goods, insofar as not borne by Quest’s insurer, shall be payable by the client.
- 4.8 The goods to be delivered by Quest shall always be shipped at the expense and risk of the client, except in cases when the total amount of the instruction justifies delivery carriage paid, at the sole discretion of Quest.
- 4.9 In the case of delivery carriage paid, the least expensive shipment method shall be followed, unless otherwise agreed on in advance. Any additional costs incurred due to a different shipping method shall be payable by the client.
- 4.10 The haulier accepting the goods, without making a note on the waybill or receipt, serves as proof that the packaging was in a good condition.
- 4.11 Agreed terms apply only if and insofar as the material to be processed or built in, as well as the drawings and data needed for the execution of the instruction have been delivered to Quest on the agreed date and the work to be carried out by the client or by third parties at the client’s expense has been carried out in time. If, as a result of late delivery/execution of the work by the client, the instruction can only be carried out following the engagement of extra transport, overtime, express orders, etc, Quest shall be entitled to do so without prior consultation with the client, and the corresponding costs shall be payable by the client. In the event of a late delivery by the client, Quest is entitled to further stipulate the date on which the instruction is executed. Checks on the timely delivery of the material to be processed or built in, as well as the drawings and data needed for the execution of the instruction must be made by the client.
- 4.12 The delivery of standard software only gives a right to the non-exclusive user of the programs involved, for the agreed number of users at the agreed locations.
- 4.13 All delivery dates stipulated by Quest are estimates only and are not binding. The delivery period commences as soon as the confirmation of instruction has been sent and the client has provided Quest with all data, drawings and materials which Quest deems necessary. Exceeding the delivery date shall never relieve the client from his obligations under the agreement, and neither does it give the client the right to dissolve the agreement and/or to claim compensation.

- 4.14 If the delivery date is exceeded to such an extent that the client can no longer be reasonably expected to maintain the agreement, the client is entitled to cancel the instruction in question, provided he notifies Quest thereof in writing, without prejudice to Quest's right to deliver the goods in question within 4 weeks of receiving the aforementioned notification. The client may demand Quest to immediately state whether or not it wants to exercise this right.
- 4.15 Hired items shall under all circumstances remain the inalienable property of Quest. If the client fails to observe the provisions in these General Terms and Conditions, Quest is entitled to prematurely dissolve the hire contract, to take possession of the hired items again and to collect the hire sum for the entire hire period agreed on.
- 4.16 The agreed hire period can be exceeded only if Quest has given its permission in writing. In the event that the hire period is exceeded, the client owes a fee for each day, in accordance with the agreed daily price.
- 4.17 The client is not entitled to transfer his rights resulting from the hire agreement to third parties without the explicit prior permission from Quest. The only right that the client can derive from the hire agreement is that he can personally use the hired items in the locations stipulated, unless otherwise agreed on in writing.
- 4.18 If the client fails to promptly fulfil any of his obligations under an agreement with Quest, Quest is entitled to suspend fulfilment of all of its obligations towards the client and to regard all agreements with the client as fully or partially dissolved, without a notice of default and/or legal intervention being required, while reserving its right to compensation. Any money that the client owes Quest shall be immediately due and payable.
- 4.19 Any goods mistakenly returned to Quest shall remain at the disposal and risk of the client; any transport and/or storage costs shall be payable by the client.
- 4.20 Without notification to or consultation with the client, Quest is entitled to outsource or have the instruction or parts thereof carried out by third parties employed by Quest, if it feels that this shall lead to a good or efficient execution of the instruction.
- 4.21 In the event that Quest is in the possession of goods of the client, it is entitled to retain those goods until all costs Quest has incurred in the execution of instructions from the same client have been paid in full by the client - regardless of whether these instructions relate to the aforementioned or other goods of the client - unless the client has furnished adequate security for those costs. Quest also has a right to retention in the event that the client is in a state of liquidation.
- 4.22 Quest undertakes to carry out the work it has been instructed to do to the best of its ability, yet it does not accept any liability for not being able to achieve the client's intended goal.
- 4.23 If, during the execution of an instruction accepted by Quest, it appears that, on account of circumstances not known to Quest or force majeure, the instruction cannot be executed Quest is entitled to demand that the instruction is changed to such an extent that it *can* be executed. Any additional or less costs incurred as a result of such a change shall be settled between the parties, while the client is obliged to pay for the work already carried out by Quest but rendered futile.
- 4.24 If Quest executes an instruction on a subcontract basis, it is entitled to directly contact the contracting party about the technical execution of the instruction, unless explicitly agreed otherwise in writing.

5. EXCEEDING THE DELIVERY PERIOD

- 5.1 If progress of an instruction is delayed by the client or as a result of a situation of force majeure on his side, Quest can invoice part of the price quoted for the overall work in proportion to the finished part as well as the costs already incurred for the entire instruction, and it can do so on the dates on which invoicing would have taken place if there had been no delay. If these periods are not explicitly agreed on in advance, the above can be invoiced immediately after the period normally needed to execute the instruction in question has lapsed.
- 5.2 The client shall always regard the periods agreed on with Quest as approximates and never as deadlines, unless explicitly agreed to the contrary in writing.
- 5.3 Disruptions in the business operations as a result of force majeure (which includes, among other things: war, mobilisation, unrest, floods, no shipping traffic and other traffic congestion, supplies being delayed, restricted or stopped by public utility companies or other energy or data communication companies, a lack of fuel, fire, engine breakdowns and other accidents, strikes, exclusions, action by employees' organisations which render production impossible, government measures, the non-supply of vital materials and semi-finished products to Quest by third parties and other unforeseen circumstances that disrupt normal business operations and delay execution of the instruction or render it reasonably impossible) shall relieve Quest from complying with the agreed period or fulfilling the obligation to execute the instruction, without the client being able to claim any compensation for costs, damage or losses or interests by virtue of that.
- 5.4 In the event of force majeure, Quest shall immediately notify the client thereof, in which case the client for a period of eight days after receiving that notification is entitled to cancel the instruction in writing, under the obligation however to pay Quest for that part of the instruction that has already been executed.

6. COMPLAINTS AND WARRANTY

- 6.1 Quest is not liable for printing errors and/or miscalculations and/or a lack of clarity in offers, confirmations of instruction and/or prospectuses, nor for the implications thereof. In the event of a difference in interpretation of offers, confirmations of instructions or prospectuses, the interpretation given by Quest shall be binding.
- 6.2 Complaints can only be lodged in writing and within eight days of the instruction having been executed.
- 6.3 Faults that could in all reasonableness not have been detected within the term mentioned in the previous paragraph must be reported to Quest immediately, while the use of the equipment in question must be limited as much as possible.
- 6.4 Faults in part of the delivery do not constitute a right to refuse the entire performance delivered.
- 6.5 The client shall fully assist Quest in the investigation of the complaint by providing material samples and/or enable Quest to carry out an in-situ investigation into the quality and/or quantity of the performance delivered.
- 6.6 If Quest considers a fault in the delivery proven, it can either redeliver free of charge, or offer the client a discount on the price quoted, which discount shall be set in mutual consultation. In the first case, the client shall at Quest's request return the faulty goods delivery carriage paid.
- 6.7 In the case of a redelivery, the benefit that the client has already enjoyed from the delivered goods shall be taken into account, for which the client shall be charged, within reason.
- 6.8 Quest does not accept any liability for faults caused by or detected in the delivered goods through the fault or actions of the client or third parties, or through external causes.
- 6.9 Quest does not have any more obligations than resulting from this section; in particular, Quest shall on no account be liable for direct or indirect trading loss or consequential damage which could arise as a result of the instruction not being executed, not being executed correctly or not being executed in time.

- 6.10 A complaint regarding certain activities or deliveries does not suspend the client's payment obligation relating to those or other activities/deliveries.
- 6.11 Quest does not give any warranty for individual components other than the warranty given to Quest by the manufacturer of the components delivered. Quest warrants the compatibility of the different components only if Quest has joined them itself.
- 6.12 In the event of repairs, a warranty is given on the parts replaced insofar as the manufacturer of the parts in question gives a warranty for this. No warranty is ever given on the repairs themselves.
- 6.13 As for electronics, a warranty is given only on the correct functioning of the device itself in accordance with the corresponding product description. No warranty is given on any breakdowns in the delivered goods caused by other equipment as well as breakdowns in other equipment caused by the delivered goods.
- 6.14 In the event that Quest replaces parts of equipment or software in keeping with its warranty obligation, the replaced parts and/or the old software version become the property of Quest and must be returned to Quest by the client.
- 6.15 The warranty lapses if:
- a. the user and maintenance instructions are not complied with;
 - b. the client has outsourced maintenance or repairs to third parties, unless these third parties were appointed by Quest for that purpose;
 - c. damage to and/or faults in the construction of the equipment were caused by the actions, intent, carelessness and/or negligence of the client and/or third parties;
 - d. the client or third parties made changes to the software without the prior knowledge and consent of Quest.
- 6.16 No complaints can be made about outwardly visible faults, other than immediately upon delivery.
- 6.17 The client shall never be able to claim dissolution of an agreement by virtue of complaints or faults, neither during nor after the warranty period.

7. LIABILITY (general)

- 7.1 Quest is not liable for any damage of whatever nature and cause, other than as a result of its own intent or gross negligence, to be proven by the client and only up to a maximum of the amount of the work to be carried out or deliveries to be made by Quest, or a proportional part thereof.
- 7.2 Quest does not accept any liability for trading loss or consequential damage as a result of faults to the goods delivered by Quest or through its mediation.
- 7.3 Quest does not accept liability for damage or losses caused by the negligent or careless use, or use contrary to the user instructions of the supplied goods or by the supplied goods' unsuitability for the purpose for which the client has purchased and/or used the goods.
- 7.4 In the event that Quest develops a product on the instructions of the client, it shall submit the design and a test model to the client 'for approval'. By giving this approval, the client accepts all liability for the correct functioning of the final version, as long as the final products comply with the approved model.
- 7.5 Quest does not accept any liability for the information, freeware and shareware made available by Quest via its Internet or Intranet sites. Quest does not accept any liability for the correctness of the information available or for the correct functioning of the software present, nor for the consequences thereof.
- 7.6 The client is obliged to compensate Quest for and indemnify it against all claims for compensation brought against Quest by third parties with regard to damage to or by the delivered goods.
- 7.7 If an instruction to deliver or carry out work is given at the expense of two or more natural persons or legal entities, each of these persons/entities is jointly and severally liable for the complete fulfilment of the obligations resulting from the agreement ad hoc.
- 7.8 By giving an instruction to manufacture/assemble, reproduce or multiply any objects protected by copyrights or any industrial property right, the client declares that no third-party copyrights or industrial property rights are infringed and he indemnifies Quest, in and out of court, against all consequences, both financial and others, of the manufacture/assembly, reproduction or multiplication.
- 7.9 Quest undertakes to look after the materials supplied by the client for processing or building in, as well as the drawings/designs received from the client with due care, yet it does not accept any liability for the loss thereof as a result of fire, theft or breakage, etc, insofar as this is not covered by the insurance.
- 7.10 The client is obliged to develop an acceptance test for non-standard software. Quest does not accept any liability for faults and/or flaws in the developed software, insofar as they did not come to light during the acceptance test.
- 7.11 Quest undertakes to look after the information, documents, drawings and designs supplied by the client, as well as the materials and/or equipment entrusted to Quest in confidence and with due care, yet it does not accept any liability for the loss thereof as a result of fire, theft or breakage, etc, insofar as this is not covered by the insurance. In the event that valuable or irreplaceable single copies are used, the client must insure these at his own expense and risk.
- 7.12 The way in which the hired items are used and set up is at the expense and risk of the client. Quest does not accept any liability in that respect.
- 7.13 In the case of hire, Quest is never liable for damage as a result of stoppage, breakdowns or the poor functioning of the hired items or parts thereof. In no event shall Quest's liability extend beyond the equipment being made available again.
- 7.14 Quest undertakes to issue advice to the best of its ability and in good faith, yet it does not accept any liability for loss or damage, directly or indirectly resulting from the content of the advice it has given.
- 7.15 Quest does not accept liability for the (chemical) composition, extent of contamination and radiation intensity of the material supplied by the manufacturer beyond the liability accepted by the manufacturer in question.

8. PRODUCT LIABILITY

- 8.1 In order to avoid incorrect and/or careless use of the equipment supplied by Quest, the client is obliged to give its own other parties a correct and clear product description and user manual, if he acts in the course of a profession or the running of a business and sells, rents out, leases or otherwise makes the equipment supplied by Quest available to third parties within the framework of his business operations.
- 8.2 In the event that the client does not make the equipment supplied by Quest available to the end user but to buyers as referred to in section 8.1, he is obliged to include the same stipulations listed in this section in the agreement or agreements concluded with this buyer or these buyers.
- 8.3 If and insofar Quest - by virtue of product liability as referred to in the EEC Directive of 25/07/1985 (OJ EEC no. L 210) - is obliged to compensate damage resulting from or caused by a FAULTY PRODUCT manufactured, supplied or imported into the EEC by Quest, Quest shall be able to claim this damage in full from the client if he has failed to comply with the provisions in sections 8.1 and 8.2.
- 8.4 In the event that the client did comply with the provisions in sections 8.1 and 8.2, every party - Quest as well as any subsequent supplier, hirer, etc, as referred to in sections 8.1 and 8.2 - shall be obliged to compensate an equal share of the damage.
- 8.5 In the event that, by virtue of the product liability, Quest is sued for payment of all of the damage and Quest is forced to honour this claim, it has - in accordance with section 9.4 - recourse against all of the subsequent buyers/suppliers referred to in sections 8.1 and 8.2.
- 8.6 In case the claim to compensate product damage brought against Quest is subject to the laws of an EEC Member State that has exercised the limitation option of section 16.1 of the EEC Directive of 25/07/1985 (OJ EEC no. L 210), Quest - in case a contracting party takes legal action by virtue of liability - excludes all liability and/or obligation to compensate product damage that exceeds the limit in question.

9. RETENTION OF TITLE

- 9.1 Ownership of the goods to be delivered -notwithstanding the actual delivery - transfers to the client only if the client has fulfilled all of the following obligations from all of the agreements concluded with Quest:
- the consideration(s) with regard to goods delivered;
 - the consideration(s) with regard to the services rendered or to be rendered by Quest pursuant to the agreement(s);
 - any claims as a result of non-fulfilment by the client of (an) agreement(s).
- 9.2 As for the goods referred to in paragraph 1 of this section, Quest retains - insofar as possible - the (shared) retention of title as security for all of its outstanding claims against the client, if these goods have been processed or treated or otherwise withdrawn from Quest's ownership through any act of the client in default of this payment.
- 9.3 Until further notice, the client is authorised to sell and supply the goods delivered to third parties within the framework of his normal business operations, on the understanding that, on Quest's demand, he shall assign the claims against his buyers, resulting from these sales, to Quest. To that end, the client hereby irrevocably authorises Quest to collect the debt or debts in question.
- 9.4 No rights of pledge, of whatever nature, may be established on the goods by the client, and neither may the client use the goods as security for a third-party claim.
- 9.5 Quest is at all times entitled to remove the delivered goods from the client or his custodians if the client fails to fulfil his obligations towards Quest. To that end, the client must cooperate, subject to a penalty of EUR 1,000 for each day he remains in default.

10. PROPERTY RIGHTS AND COPYRIGHT

- 10.1 Quest retains the copyright to all designs, drafts and calculations it has designed or made, also when the client gives an instruction to that end.
- 10.2 The client undertakes to use the supplied designs, drawings, drafts and calculations as well as the software and electronics supplied within the framework of the instruction for his own use only and not to make them available to third parties, in whatever way, either against payment or free of charge, or to act or fail to act in a manner that enables third parties to have the disposal of the aforementioned.
- 10.3 All rights of an industrial or intellectual nature, such as copyrights, relating to the software, electronics, designs, procedures, advices, etc. originating from or used by Quest are and remain the explicit and exclusive unalienable property of Quest, both during and after execution of the instruction, regardless of the client's or hired third parties' share in the creation of the software, electronics, designs, procedures, advices, etc. Exercising these rights – publication and transfer or data included – shall be explicitly and exclusively reserved to Quest both during and after execution of the instruction.
- 10.4 Without the explicit written permission from Quest, the client is not permitted to change, repeat or multiply the implementation of a design, software or electronics of Quest, or to do so when it concerns only part thereof.
- 10.5 Unless explicitly agreed otherwise in writing upon the instruction, Quest is entitled to repeatedly implement its design, software or electronics or parts thereof.
- 10.6 For promotional purposes, Quest is entitled to make descriptions, photographs or other images of the exterior and interior of a project based on its design, and to multiply and publish these.

11. PAYMENT

- 11.1 If an instruction is executed over a period of more than a month or if, in the opinion of Quest, the amount of the instruction qualifies for it, it may demand payment in advance or payment in instalments. Regardless of the payment conditions agreed on, Quest is entitled to demand sufficient security for payment in advance, or to demand this during the execution of an instruction.
- 11.2 All payments must be made within fourteen days of the invoice date, net, in cash, without any deductions and in Euros.
- 11.3 If a credit of more than fourteen days after the invoice date is agreed on or if this is taken wrongfully, the client owes interest on the invoice amount at 1% per month or part of a month, starting on the invoice due date; after a one-year period, the client shall owe the aforementioned interest on the interest that is then due and payable. If and insofar the statutory interest rate exceeds the percentage given here, the statutory interest rate shall be charged.
- 11.4 If credit is taken wrongfully, Quest may charge administration costs.
- 11.5 All costs, both judicial and extrajudicial, to be incurred by Quest in order to effectuate its rights, shall be payable by the client. These costs are in any case 15% of the amount involved, subject to a minimum of EUR 150.00.
- 11.6 If the client subcontracts Quest to execute the instruction, the client shall on Quest's demand assign the third-party debt or debts resulting from this transaction to Quest. To that end, the client hereby irrevocably authorises Quest to collect the debt or debts in question.
- 11.7 Regardless of the provisions relating to the payment term in paragraph 2 of this section, Quest is entitled to demand cash payment, or to demand that the client provides a security for payment or that he pays a certain amount (to be stipulated by Quest) of the agreed price in advance before delivery is made, while prompt payment is required, despite an agreed payment term, if Quest sees reason to demand this.

12. DISPUTES

- 12.1 A dispute shall be deemed to have arisen if either party so declares.
- 12.2 All agreements and transactions of Quest are exclusively governed by the laws of the Netherlands.
- 12.3 Any disputes of whatever nature shall be submitted to the competent Dutch court, with the exclusion of all other arbitration, advisory and judicial bodies.

13. FINAL STIPULATIONS

- 13.1 In those situations not provided for by these General Terms and Conditions, Quest decides.