

General Terms & Conditions of THE AUDIO SPECIALISTS B.V.

Applicability

1. These general terms and conditions are applicable to all THE AUDIO SPECIALISTS B.V. quotations, whether or not issued through the webshop, and to all agreements, whether or not concluded through the webshop, between THE AUDIO SPECIALISTS B.V. and a contract partner hereinafter referred to as the 'Counterparty'

2. By issuing an assignment/order, the Counterparty declares agreement with the applicability of the present general terms and conditions. The general terms and conditions of the Counterparty are therefore not applicable, unless agreed otherwise in writing.

Agreement

3. Agreements are concluded by written or electronic acceptance by THE AUDIO SPECIALISTS B.V.

4. THE AUDIO SPECIALISTS B.V. is authorised to engage third parties if it deems it necessary for the execution of the agreement, any costs incurred will be charged to the Counterparty.

Quotations and price lists

5. All THE AUDIO SPECIALISTS B.V. quotations are free of any obligation, unless explicitly agreed otherwise in writing. THE AUDIO SPECIALISTS B.V. quotations are valid for thirty days from their date of issue, unless explicitly agreed otherwise in writing.

6. All price quotations are made subject to price changes. THE AUDIO SPECIALISTS B.V. reserves the right to change prices shown in the quotation and the price lists at all times - until payment has been made - for reasons such as but not limited to the consequences of changes in currency and/or exchange rates. Such price adjustments give the Counterparty no right to dissolve the agreement, or to have the same dissolved, unless the price adjustment concerns an increase of more than 15%.

7. Prices, quotations, explanations and confirmations that THE AUDIO SPECIALISTS B.V. provides to the Counterparty are confidential and may therefore not be given to third parties (for inspection). All damage suffered by THE AUDIO SPECIALISTS B.V. through the Counterparty acting in violation of this provision will be fully recovered from the Counterparty.

Delivery and risk

8. Quoted completion and delivery times are never applicable as final deadlines, unless explicitly agreed otherwise in writing.

9. The delivery of products by THE AUDIO SPECIALISTS B.V. and the transfer of the risk of the same both take place ex-THE AUDIO SPECIALISTS B.V. warehouse/company. The risk

associated with the products is transferred to the Counterparty as soon as the products leave the THE AUDIO SPECIALISTS B.V. warehouse/company.

10. Transport costs and associated risks are always borne by the Counterparty, even if the Counterparty has issued an order for THE AUDIO SPECIALISTS B.V. to provide transport. This is also applicable in cases where the carrier indicates that transport damage will be at the sender's (THE AUDIO SPECIALISTS B.V.) cost and risk.

Payment

11. Unless explicitly agreed otherwise in writing, payment by the Counterparty must be made by bank transfer prior to delivery.

12. If the Counterparty defaults on timely payment, the Counterparty is immediately in default, without any requirement of a prior notice of default from THE AUDIO SPECIALISTS B.V. In that case, the Counterparty will also be liable for any extra-legal recovery and other costs in addition to the statutory commercial interest, which costs shall, in deviation from article 6:96 paragraph 4 BW (of the Dutch Civil Code) and in deviation from the Decree on reimbursement extra-legal costs, amount to 15% of the principal sum, with a minimum of €100.00 for each partially or fully unpaid invoice.

13. Payment is always made without the right to suspension and/or set-off, unless THE AUDIO SPECIALISTS B.V. recognizes, in writing, the counter-claim that the Counterparty wishes to settle.

14. Any partial or full payments made by the Counterparty, regardless of any payment reference mentioned by the Counterparty, shall automatically first apply to settlement of the currently longest outstanding invoice.

Warranty, defects and complaint obligation

15. THE AUDIO SPECIALISTS B.V. guarantees that the goods, activities and/or services delivered by it are suitable for the applications intended by THE AUDIO SPECIALISTS B.V., as stated in the accompanying instructions. Any further guarantees are only provided by THE AUDIO SPECIALISTS B.V. insofar as they are explicitly agreed in writing.

16. If there is a manufacturer's warranty and/or product liability, the manufacturer is exclusively liable.

17. If an agreement obliges THE AUDIO SPECIALISTS B.V. to deliver products, the Counterparty must report any visible defects immediately, on receipt on the digital or paper delivery document. This may, for example but not exclusively, be the transport document or the packing slip. In addition the Counterparty should report the defects in writing (by e-mail) to THE AUDIO SPECIALISTS B.V.

18. The Counterparty must report any hidden or missed defects in writing (by e-mail) to THE AUDIO SPECIALISTS B.V. within 24 hours after such defects have been discovered or could reasonably have been discovered. THE AUDIO SPECIALISTS B.V. adopts this limited period for

complaints because delayed complaints can cause major consequential damage, which can only be prevented by adhering to this short deadline.

19. THE AUDIO SPECIALISTS B.V. will not process reports of defects that are not accompanied by the original purchase invoice.

20. The Counterparty is not entitled to repair of defects insofar as they relate to systems and devices that have been delivered in a project that has already been delivered and for which a Delivery Acceptance form has been signed.

21. If the Counterparty has given notification and the goods actually do not meet the guaranteed requirements or have defects, THE AUDIO SPECIALISTS B.V. is obliged, at its option, to repair or replace the goods at its expense. All logistic costs involved in repairs, replacements or renovations are at the Counterparty's expense and risk.

22. An appeal to the right of complaint does not annul the Counterparty's payment obligation.

Force Majeure

23. In situations of force majeure THE AUDIO SPECIALISTS B.V. is entitled to suspend its obligations for the duration of this situation. Situations of force majeure include all situations that could not reasonably be expected at the time of the conclusion of an agreement and are outside the sphere of influence of THE AUDIO SPECIALISTS B.V. The Counterparty is not entitled to compensation in cases of force majeure.

Liability

24. Neither THE AUDIO SPECIALISTS B.V. nor third parties that it uses in the execution of the agreement shall be liable to the Counterparty for compensation of any damage, direct or indirect, no matter what the cause. All of the above is subject to the exception of damage caused by intent or gross negligence on the part of THE AUDIO SPECIALISTS B.V.

25. The liability of THE AUDIO SPECIALISTS B.V. is limited to the invoice amount for the relevant assignment. Indirect damage, including consequential loss, lost profits and damage due to business interruption, is never eligible for compensation.

26. By way of derogation from the above-mentioned, if THE AUDIO SPECIALISTS B.V. is insured for the relevant damage, its liability shall be limited to the amount to be paid by the insurer on the basis of that insurance. A copy of the policy with its terms and conditions is available for inspection by the Counterparty at the THE AUDIO SPECIALISTS B.V. office.

Returns

27. Return shipments can be sent to: THE AUDIO SPECIALISTS B.V., Attn. Returns, Stadhoudersmolenweg 196, 7317 AZ Apeldoorn, the Netherlands. Only return shipments with a return form attached will be taken into consideration.

28. Return shipments must be submitted to THE AUDIO SPECIALISTS B.V. within 14 days of receipt of your delivery, in order to withdraw from the purchase agreement without giving reasons.

29. For the repayment, THE AUDIO SPECIALISTS B.V. uses the same payment method that was Counterparty, unless the Counterparty agrees to a different method. The repayment is free of charge to the Counterparty.

30. Shipment costs for returns will be borne by the Counterparty.

31. B-stock articles (including but not exclusively returns, products with damage or damaged packaging material) cannot be returned and are thus excluded from the right of withdrawal.

Retention of title and right of retention

32. THE AUDIO SPECIALISTS B.V. has a retention of title as referred to in Article 3:92 BW (in the Dutch Civil Code) on all products delivered by it with regard to claims concerning compensation for products delivered by THE AUDIO SPECIALISTS B.V. under agreement (s) to the Counterparty or pursuant to an agreement (s) on work performed or to be performed for the benefit of the Counterparty, as well as in respect of claims due to shortcomings in fulfilment of such agreements. In the event that THE AUDIO SPECIALISTS B.V. and the Counterparty enter into successive and/or regular transactions, the retention of title will not lapse until the Counterparty has paid all claims on the part of THE AUDIO SPECIALISTS B.V. The Counterparty is obliged to refrain from any act that detracts from the aforementioned retention of title, such as establishing a right of pledge, transfer to a third party, sale or assembly.

33. THE AUDIO SPECIALISTS B.V. has a right of retention on items offered for processing, repair or storage. In case THE AUDIO SPECIALISTS B.V. invokes this, this right does not lapse though the Counterparty providing security.

Applicable law

34. Dutch law applies exclusively to all agreements, with the exclusion of the Convention on Contracts for the International Sale of Goods (Vienna Sales Convention). The District Court of Gelderland, location Zutphen (the Netherlands) shall have exclusive jurisdiction with regard to disputes between THE AUDIO SPECIALISTS B.V. and the Counterparty, without prejudice to the right of THE AUDIO SPECIALISTS B.V. to choose another court, or another country if necessary.