

GENERAL CONDITIONS byFlow B.V.

The Dutch version of these general conditions prevails at all times in case of disputes with regard to the interpretation and purpose of these general conditions.

0. Definitions

byFlow:	The private company with limited liability byFlow B.V., registered in the Trade Registry of the Dutch Chamber of Commerce with the number 64602877, having its address in (5656 AE) Eindhoven at High Tech Campus no. 12, Room P030 & P033;.
Other Party:	The party – a legal entity or natural person – who concludes an Agreement with byFlow, to whom byFlow has submitted a quotation or who has any other legal relationship with byFlow.
Agreement:	Any verbal or written agreement concluded between byFlow and the Other Party, including a distance agreement, any change or supplement thereto, and all (legal) acts in preparation and execution of that agreement.
Parties:	byFlow and the Other Party together.

1. Applicability of these terms and conditions

1.1 These general terms and conditions (hereinafter: "general conditions") apply to all offers, tenders and quotations of byFlow, and to all Agreements concluded between byFlow and the Other Party.

1.2 The applicability of any general conditions of the Other Party is hereby expressly rejected. Deviations from and/or additions to these general conditions will only be binding if and to the extent expressly confirmed in writing by byFlow and relate only to (the part of) the Agreement in respect of which such acceptance has taken place.

1.3 If at any time one or more provisions of these general conditions become void or voidable, whether in part or in full, the rest of these general conditions remain in force. In this event, Parties will agree on the replacement of the void or voidable provisions by new provisions, while retaining the purpose and scope of the original provisions as much as possible.

1.4 If byFlow does not insist on the strict observance of these general conditions at all times, this does not mean that the provisions concerned have become inapplicable or, in other cases, byFlow has in any way relinquished the right to insist on the strict observance of the provisions of these general conditions.

2. Quotation and offers ("offers")

2.1 The nature and scope of the Agreement is determined by the description of the work included in the offer.

2.2 All offers of byFlow are without obligation. This means that byFlow has the right to change the conditions of the offer. Therefore the Other Party cannot derive any rights from the offer. If the offered products and/or services are no longer available, the offer will be cancelled.

2.3 byFlow cannot be held to its offer, if that offer or a part of it, contains an obvious mistake or clerical error.

2.4 Previously submitted offers do not automatically apply to future orders or Agreements.

2.5 A compound offer or quotation shall not create any obligation for byFlow to deliver part of the Agreement against a corresponding part of the price quoted for the entire Agreement.

2.6 All quoted amounts for (the purchase of) products are exclusive value added tax (VAT), shipping costs and packaging costs, unless explicitly stated otherwise. All quoted amounts for (the purchase of) services are exclusive of VAT, travel and accommodation costs, unless explicitly stated otherwise.

2.7 If the Other Party does not accept the offer from byFlow – for whatever reason – then byFlow has the right to charge the Other Party for all costs it has incurred to make its offer.

3. Agreement

3.1 An Agreement between the Parties is only concluded if the Other Party unconditionally accepts an offer from byFlow, or if byFlow confirms the Agreement in writing, or if byFlow has already fully or partially executed the Agreement.

3.2 All agreements, commitments and/or changes to the Agreement made by or on behalf of byFlow after the conclusion of the Agreement are only binding if this has been confirmed in writing by byFlow or if byFlow has already started with the implementation thereof.

3.3 byFlow is at all times entitled to increase the agreed price without the Other Party being entitled to terminate the Agreement for that reason, if that price increase arises from a power or obligation under the law or regulations or is the result of a price increase in the product or other grounds that were not reasonably foreseeable when entering into the Agreement. The Other Party is obliged to pay this price increase (I) at the time the price increase occurs, (II)

simultaneously with payment of the principal sum, or (III) at the next agreed payment term, if applicable.

4. Obligations of the Other Party

4.1 The Other Party must ensure that all data and documents, of which byFlow has indicated that these are necessary for the correct and timely execution of the agreed work, or of which the Other Party should understand that these are necessary for the correct execution of the work, will be made available to byFlow in time.

4.2 The Other Party is responsible for the correctness, completeness and reliability of the data and documents made available to byFlow, even if these come from or via third parties.

4.3 The Other Party ensures that byFlow can carry out its work undisturbed and at the agreed time and that byFlow is provided with the necessary facilities for the performance of its work, such as (but not exclusively) electricity.

4.4 If the Other Party has not, not timely or not properly fulfilled its obligations as referred to in this article, then byFlow is entitled to suspend the execution of the Agreement until the Other Party has fulfilled its obligations as stated in this article. If byFlow has to incur costs as a result, these costs will be borne by the Other Party. In that case, these costs will be charged by byFlow to the Other Party on the basis of actual costs.

5. Execution of the Agreement

5.1 byFlow is entitled – upon or after entering into the Agreement and before (further) delivery – to demand sufficient security from the Other Party that both the payment obligation and any other obligations will be complied with. byFlow can therefore request a down payment on the invoice amount before it starts the execution of the Agreement. If the Other Party refuses to provide the required security, byFlow has the right to refuse the execution of the Agreement.

5.2 All work performed by byFlow in the execution of the Agreement is performed to the best of its knowledge and ability. byFlow's obligation relates to a best efforts obligation. byFlow therefore offers no guarantee for any results or expectations.

5.3 byFlow determines the manner in which the Agreement is executed, while taking into account the requirements that the Other Party has made. byFlow has the right to engage (and have work done by) third parties and reserves the right to replace persons and/or employees involved in the execution of the Agreement.

5.4 Specified deadlines for carrying out the work or for the delivery of the products are indicative and are never strict deadlines. If a term is exceeded, the Other Party must give written notice of default to byFlow.

5.5 byFlow is entitled to execute the Agreement in different phases ("partial deliveries") and to invoice the executed (partial) deliveries separately to the Other Party.

5.6 If and insofar as necessary, byFlow reserves the right to temporarily put software out of service for maintenance, modification or improvement of the product or for any other reason. byFlow will have such a shutdown take place outside office hours as much as possible. byFlow will never be obliged to pay any compensation to the Other Party due to any shutdown of the software.

5a. Delivery

5a.1 The place of delivery is at the address given by the Other Party to byFlow.

5a.2 The dates of delivery indicated by byFlow are indicative and are never strict deadlines. If a term is exceeded, the Other Party must give byFlow notice of default in writing. Exceeding the date of delivery and/of execution period will under no circumstances entitle the Other Party to compensation or to termination of the Agreement.

5a.3 The delivery period starts only when agreement has been reached on all commercial and technical details, all necessary data is in the possession of byFlow, the agreed (installment) payment has been received by byFlow and the necessary conditions for the implementation of the Agreement has been completed.

5a.4 If there is unworkable weather or unforeseen weather conditions that make delivery (temporarily) impossible, then the delivery time is immediately extended with the resulting delay.

5a.5 The Other Party is obliged to promptly accept the product(s) (or services) once being delivered to her. If the Other Party refuses to take prompt delivery or is negligent in providing necessary information or instructions for delivery then the product(s) will be stored at the Other Party risk. The Other Party shall pay byFlow all additional delivery, storage and insurance costs and any other

costs incurred along with any loss arising in connection with this neglect or refusal.

6. Transfer of risk

6.1 Delivery takes place ex works. The risk of loss and/or damage to products will be borne by the Other Party right after the time of delivery to the Other Party or a representative designated by it.

6.2 Contrary to article 6.1 of these general conditions, Parties may agree that the Other Party shall arrange for the transport of the product(s) at its own expense and risk. The risk of storage, loading, transport and unloading rests in that case with the Other Party. The Other Party can take out insurance against these risks.

6.3 If there is a return shipment due to a defective product or for other reasons, the risk of storage, loading, transport and unloading is entirely at the expense and risk of the Other Party.

7. Return

7.1 Return of the product(s) is not permitted, unless otherwise agreed in writing between the Parties.

8. Termination, suspension and dissolution

8.1 Continuing performance agreements for software can be terminated by each Party at any time by the end of the contract period of the Agreement with due observance of a notice period of one (1) month.

8.2 byFlow is authorized to suspend its obligations or to dissolve the Agreement without any obligation to pay any damages, loss or costs, if:

- the Other Party does not, not fully or not timely fulfill its obligations under the Agreement; or
- byFlow becomes, after the conclusion of the Agreement, aware of circumstances that give good ground to fear that the Other Party will not fulfill its obligations; or
- a delay on the part of the Other Party is of such nature that byFlow can no longer be expected to fulfill its originally agreed obligations under the Agreement; or
- the Other Party refuses to provide the required security.

By virtue of default, the Other Party shall be held to pay damages or compensation to byFlow and is liable for any damages (including costs) arising directly or indirectly on the part of byFlow as a result.

8.3 byFlow is always entitled to refuse or terminate an Agreement, or an amendment thereof, if the Agreement is in conflict with a statutory provision or regulation. byFlow may also refuse or terminate an Agreement if, in its opinion, the Agreement could damage the interests or reputation of its business.

8.4 In case of dissolution, any outstanding invoices or claims of byFlow regarding the Other Party shall be immediately due and payable.

8.5 In case of liquidation, (application for) suspension of payment or bankruptcy, seizure on behalf of the Other Party, debt restructuring or any other circumstances that prevents the Other Party to freely dispose of his/her capital, byFlow is entitled to terminate or cancel the Agreement with immediate effect, without any obligation for byFlow to pay any damages or compensation. Any outstanding invoices or claims of byFlow in the name of the Other Party shall be immediately due and payable.

9. Cancellation

9.1 An order for a printer, associated materials or other products cannot be cancelled by the Other Party.

9.2 Agreements regarding demonstrations or services may be cancelled in whole or in part under the following conditions:

- Cancellation longer than 15 days before delivery, including the 15th day before delivery: free of charge;
- Cancellation up to 14 days before delivery, including the 14th day before delivery: 50% of the total agreed costs for the demonstration;

All this without prejudice to the right of byFlow to claim compensation if the cancellation costs are not sufficient.

9.3 The cancellation date is the date on which byFlow has received the written cancellation.

9.4 The administration of byFlow is decisive for determining the cancellation date and the corresponding cancellation costs incurred.

10. Force majeure

10.1 byFlow is not obliged to fulfill any obligation to the Other Party in case it is being hampered due to a circumstance that is not due to gross negligence, and neither shall be for the account of byFlow under the law, a legal act or general acceptance, hereinafter referred to as “force majeure” (Article 6:75 of the Dutch Civil Code).

10.2 In addition to what is included in law and jurisprudence, force majeure shall mean all external causes either foreseen or unforeseen, which byFlow

cannot influence however which prevents byFlow to meet its obligations under the Agreement. Such situations include any strikes within byFlow or third parties, as well as the situation that a performance of a supplier, subcontractor or transportor of byFlow or a performance of the Other Party is not, not timely or not sufficient delivered to byFlow. It also includes situations related to weather, earthquakes, fire, power outages, loss, theft or loss of materials, roadblocks and import or trade restrictions. These are only examples and should not be construed as an exhaustive list. byFlow is also entitled to invoke force majeure if the circumstance preventing (further) compliance occurs after byFlow should have met its obligations.

10.3 byFlow is entitled to suspend its contractual obligations during the period of force majeure. If the period of force majeure lasts for longer than six (6) months, either party shall be entitled to dissolve the Agreement without being obliged to pay any compensation for damages to the other party.

10.4 Insofar byFlow, at the time the force majeure commences, has meanwhile partly fulfilled its obligations by virtue of the Agreement, or shall be able to do so, and the fulfilled part and/or the part to be fulfilled represents independent value, byFlow is entitled to separately invoice the part that has already been fulfilled and/or is yet to be fulfilled. The Other Party is obliged to pay that invoice as though it were for a separate agreement.

11. Compensation and payment

11.1 Payment must always be made within 14 days after the invoice date, unless otherwise stated byFlow. byFlow is at all times entitled to request a downpayment on the invoice amount before it is obliged to deliver the ordered products.

11.2 If the Other Party fails to make (timely) payment, the Other Party shall be immediately in default as from due date without prior notice or summons from byFlow. Without prejudice to its other obligations, the Other Party owes an interest of 12% on a yearly basis on the outstanding amount (including collection costs) as from due date of the invoice until the date of payment in full. All reasonable judicial and extrajudicial costs (with a minimum of € 75) made by byFlow to obtain payment shall be borne by the Other Party.

11.3 byFlow shall be entitled to use the payments made by the Other Party first to cover the costs, then to cover any interest that has fallen due and finally to cover the principal sum and accrued interest. Payments made by the Other Party will be used by byFlow in settlement of the oldest due claims.

11.4 The Other Party is never entitled to set off the amount owed by it to byFlow, unless there is a bankruptcy of the Other Party or the legal debt restructuring applies to the Other Party.

11.5 Objections to the invoiced amount or any other objection(s) shall never suspend the payment obligation of the Other Party.

12. Conformity and warranty

12.1 The products to be delivered by byFlow meet at the moment of delivery the usual requirements and standards that may reasonably be expected and for which they are intended for normal use in the Netherlands.

12.2 The warranty on the delivered products is in accordance with the factory warranty and is at least 12 months. An extension of the warranty can be purchased by the Other Party at an additional cost when purchasing the product. This must be made known by the Other Party to byFlow at the conclusion of the Agreement. After the Agreement has been concluded, the Other Party can no longer claim an extension of the warranty period.

12.3 byFlow only provides a warranty as referred to in Article 12.2 on the printer itself. byFlow does explicitly not provide a warranty on the printhead and/or accessories associated with the printer. byFlow also does not provide any warranty on software or licenses.

12.4 There may be some differences in the appearance between the product supplied and images on promotional material and/or the website(s). These differences do not affect or limit the use or functionality of the product and do not provide grounds for complaint.

12.5 The prescribed method of use of the products is the use in accordance with the user manual supplied to the Other Party.

12.6 It is at the expense and risk of the Other Party if there is a defect in the product and this is as a result of or arising from (1) incorrect or negligent maintenance of the product by the Other Party and/or third parties, (2) changes that the Other Party or third parties have made or tried to make to the product, without the prior written permission of byFlow, (3) the use of the product that deviates from the prescribed method of use (improper use), (4) installation, assembly, modification or repair by the Other Party or third parties or (5) normal wear and tear.

12.7 No warranty is given on a product that is not new at the time of delivery.

12.8 The Other Party is bound to investigate or to have investigated the delivered product(s) immediately at the time the product(s) are made available to her. In doing so the Other Party should ascertain whether the quality and/or quantity of the delivered product(s) comply with the Agreement(s) and comply

with the requirements agreed by the Parties in that respect. Any visible defects should be reported in writing to byFlow within 7 days of delivery and any invisible defects within 14 days of discovery. The Other Party shall give byFlow the opportunity to investigate a complaint or have this done by others.

12.9 If it is determined that the delivered product(s) is/are deficient, and the complaint was timely filed, byFlow will repair or replace the deficient product(s) within reasonable time after receiving a written notification of the defect by the Other Party. In that case, the Other Party is obliged to return the deficient product(s). The method and time of replacement or repair is at the sole discretion of byFlow. byFlow may also choose to credit the Other Party for a proportionate part of the relevant invoice instead.

12.10 Filing a complaint shall never suspend the purchase or payment obligation of the Other Party. No rights can be derived from a submitted complaint or improvement point. The Other Party can only rely on a warranty if it has met all its obligations to byFlow.

12.11 In case the Other Party fails to submit a complaint in accordance with the period as mentioned in this article, any right of the Other Party to claim recovery, replacement or any other compensation lapses.

12.12 Any and all legal claims of the Other Party against byFlow in connection with the performance under the Agreement by it, regardless of their nature, shall expire at any rate by expiry of one year after fulfillment of the Agreement.

12.13 The Other Party cannot transfer the rights referred to in this article to third parties.

13. Liability

13.1 Any liability of byFlow remains at all times limited to the provisions as stated in these general conditions.

13.2 The use of the product(s) of byFlow by the Other Party or third parties is at all times at the Other Party's discretion and own risk. byFlow is not liable for damage of any nature that the Other Party or third party suffers, will suffer or has suffered due to the use of the product.

13.3 byFlow is not liable for damage of any nature whatsoever that has arisen due to incorrect or incomplete information provided to byFlow by or on behalf of the Other Party.

13.4 byFlow is never responsible or liable for the suitability of the product for any individual use by the Other Party, nor for any advice regarding the use and application of the product.

13.5 byFlow is not liable for normal wear and tear and/or for the product's devaluation that is a consequence of the handling of the product(s) by the Other Party through no fault or action of byFlow.

13.6 Any liability of byFlow is always limited to the amount that its insurer pays in that case, or if no payment of the insurance takes place, up to a maximum of the free repair of a faulty product or replacement of that product or a part thereof, all to the exclusive assessment of byFlow.

13.7 In the event that liability is assumed, byFlow is only liable for direct damage. This includes: (1) the reasonable costs to determine the cause and extent of the damage; (2) if applicable, the reasonable costs incurred to resolve the defective performance of byFlow, insofar as this is attributable to byFlow, and (3) the reasonable costs incurred to prevent or limit the damage. The Other Party must be able to demonstrate that these costs have actually led to a limitation of the direct damage.

13.8 byFlow is never liable for indirect damage. This includes, among other things: consequential damage or loss, supervision damages, lost profit and damage or loss as a result of business stagnation.

13.9 The limitation of liability as set out in these general conditions shall not apply if the damage is due to intent or gross negligence on the part of byFlow.

14. Indemnity

14.1 The Other Party indemnifies byFlow, and third parties engaged by byFlow, from any liability towards third parties who suffer damage as a result of the performance of the Agreement.

14.2 The Other Party guarantees to byFlow that the information carriers, electronic files, software and other similar files are free of viruses and defects, and indemnifies byFlow for any liability for damage resulting from the use of these information carriers, electronic files, software and other similar files.

14.3 If the Other Party uses or applies any result obtained from byFlow, or gives third parties the opportunity to use or apply these results, the Other Party indemnifies byFlow for any liability as a result of damage claimed by the Other Party and/or third parties.

15. Retention of title

15.1 All products delivered by byFlow in the context of the Agreement remain the property of byFlow until the Other Party has met in full all of the obligations under the Agreement.

15.2 The products delivered by byFlow, as referred to in paragraph 1 of this article, may not be resold and may not be used as payment. The Other Party is not authorized to pledge the aforementioned products, transfer them to third parties or alienate or encumber them in any other way.

15.3 The Other Party is obliged to insure the products delivered under retention of title and to keep them insured against theft, fire and explosion and water damage. byFlow is entitled to collect any payment from this insurance, whereby the Other Party is obliged to cooperate with everything that is necessary or desirable in that context. The Other Party will at all times, upon first request of byFlow, give the insurance policy to byFlow for inspection.

15.4 In the event of byFlow wishing to exercise its property rights as provided for in this article, the Other Party hereby gives unconditional and irrevocable permission, now for then, to byFlow or third parties engaged by byFlow to enter the places whereby the property of byFlow is located and to repossess that property.

16. Intellectual property rights

16.1 byFlow reserves the rights and powers that belong to byFlow on the basis of the Dutch Copyright Act and the Neighbouring Rights Act ("*Auteurswet en de Wet op de naburige rechten*"). byFlow therefore reserves at all times all rights to its products, plans, documents, images, drawings, animations, (test)models, websites, video's, software and/or related information and "know-how" made by byFlow, even if costs have been charged. Insofar as such an intellectual property right can only be obtained by deposit or registration, only byFlow is authorized to do so, unless otherwise agreed.

16.2 All intellectual property rights that arise during the performance of the Agreement belong to byFlow and may not be used or reproduced without prior permission from byFlow, unless expressly otherwise agreed.

16.3 byFlow reserves the right to use the results that have arisen in the performance of the Agreement for other purposes, insofar no confidential information is brought to the knowledge of third parties.

16.4 The Other Party is not permitted to remove or change any designation concerning copyrights, brands, trade names or other intellectual property rights from the materials supplied.

17. Governing law and jurisdiction

17.1 Dutch law is applicable to each and every Agreement and any other legal relationships with byFlow.

17.2 Any dispute about these general conditions and/or the Agreement is subject to the judgment of the competent Dutch Court in the District Oost-Brabant, unless otherwise prescribed by mandatory law.

17.3 The Parties initiate court proceedings only if they have done their utmost to resolve the dispute by mutual consultation.