

General terms and conditions Scan Sys B.V.

Version: 1 January 2025

1. Applicability

- 1.1. These terms and conditions apply to all offers, quotations and agreements of Scan Sys B.V. (hereinafter: Scan Sys) with its customers.
- 1.2. The applicability of general terms and conditions of the customer is expressly rejected. Deviations are valid only if agreed in writing.
- 1.3. Scan Sys reserves the right to amend these general terms and conditions. The amended terms and conditions shall apply as soon as the customer is informed of them in writing.

2. Offers and Agreements

- 2.1. All offers made by Scan Sys are without obligation unless otherwise stated in writing.
- 2.2. An agreement comes into effect following written acceptance by the customer and confirmation by Scan Sys.
- 2.3. Scan Sys reserves the right to withdraw an offer within five working days of acceptance.
- 2.4. Agreements may only be entered into by persons authorised to do so within Scan Sys.

3. Delivery and acceptance

- 3.1. Delivery of goods and software shall be made ex Scan Sys warehouse or by electronic delivery.
- 3.2. Services shall be delivered at the agreed location and times.
- 3.3. Stated delivery times are indicative and do not constitute a deadline. If they are exceeded, Scan Sys shall not be liable for any loss.
- 3.4. The customer must make any objections in writing within eight days of delivery, otherwise the delivery shall be deemed to have been accepted in full.

4. Warranty and Maintenance

- 4.1. Scan Sys does not guarantee that the software it supplies will operate without interruptions, errors or defects.
- 4.2. Scan Sys shall make every effort to repair errors in the software to the best of its ability within a reasonable period of time in accordance with agreements to be made with the customer. Repair of Errors shall take place at a location to be determined by the Supplier.
- 4.3. Scan Sys is at all times entitled to introduce temporary solutions, program bypasses or problem-avoiding restrictions in the software.
- 4.4. Support is conditional on a current maintenance agreement on the ImageCapture software.
- 4.5. Warranty on hardware and third-party software is limited to the conditions applied by the supplier.

5. Prices and Payment

- 5.1. All prices are exclusive of VAT and other government levies.
- 5.2. Payment shall be made within 30 days of the invoice date.
- 5.3. In the event of late payment, client shall owe interest of 1% per month without further notice of default. In addition, a standard reminder process shall be

applied, whereby the client shall first receive a payment reminder and then a demand for payment before further collection measures are taken.

- 5.4. All judicial and extrajudicial collection costs shall be borne by the client, with a minimum of €250.

6. Retention of title and License

- 6.1. Scan Sys retains ownership of all goods delivered until full payment has been received.
- 6.2. Rights of use in respect of software shall be granted following payment in full and under the terms of the licence agreement.
- 6.3. Source code shall not be provided unless otherwise agreed in writing.

7. Liability

- 7.1. Scan Sys shall only be liable for direct loss caused by intent or gross negligence on the part of its executives.
- 7.2. Liability for indirect loss such as consequential loss, loss of profit or business interruption is expressly excluded.
- 7.3. The liability of Scan Sys shall in all cases be limited to the amount paid out by its insurer.

8. Intellectual property and confidentiality

- 8.1. All intellectual property rights to the goods and software supplied by Scan Sys are vested in Scan Sys or its licensors.
- 8.2. The customer shall not make, distribute or modify any copies without the prior written consent of Scan Sys.
- 8.3. The parties shall keep confidential information strictly confidential and shall not disclose it to third parties without consent.

9. Force majeure

- 9.1. Force majeure means any circumstance beyond the control of Scan Sys which prevents compliance with obligations.
- 9.2. In the event of force majeure, Scan Sys is entitled to suspend or cancel performance of the agreement without liability for compensation.

10. Duration and Termination

- 10.1. Fixed-term agreements cannot be terminated prematurely, unless otherwise agreed.
- 10.2. Scan Sys may terminate the agreement immediately in the event of bankruptcy, suspension of payments or breach of contract by the customer.
- 10.3. Following termination, the customer must return or destroy all software and documentation supplied by Scan Sys.

11. Applicable law and disputes

- 11.1. All agreements between Scan Sys and the customer shall be governed by Dutch law.
- 11.2. Disputes shall be submitted to the competent court in the district of The Hague.

For questions or additional information, please contact us at info@scansys.nl or www.scansys.nl.