

TERMS AND CONDITIONS

Of the private limited liability company BENTLEY EUROPE , B.V.
located in Gouda, registered with the Chamber of Commerce in Gouda
under number 29018665, and filed there.

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1. APPLICABILITY

1. These conditions apply to all of our offers, quotations, agreements and assignments awarded.
2. Supplements to and/or deviations from these conditions only apply if these have been agreed with the buyer.
3. If we have made any deviation from these conditions with the buyer with any agreement, the buyer may in no instance invoke this with subsequent agreements. Deviations from these conditions must always be explicitly stipulated.
4. We emphatically reject any reference by the buyer to its own conditions.

2. AGREEMENTS

1. *An (and amendment to) agreement* only arises if and after we have confirmed an assignment/order in writing, or due to us having commenced a delivery assignment.
2. Every agreement is entered into on our part under the suspensive conditions that the buyer, exclusively at our discretion, possesses sufficient creditworthiness to observe this agreement financially.

3. PRICES

1. All of our prices exclude VAT and monies Ex Works, unless explicitly agreed otherwise.
2. We are entitled to charge any interim price increase on to the buyer.
3. However, if the price increase amounts to more than 15%, the buyer is entitled to cancel the order within three days after the buyer becomes aware of the price increase.

4. DELIVERY/DELIVERY TIME

1. Delivery times shall in no instance be deemed as final deadlines, unless explicitly agreed otherwise. The event of non-prompt delivery, we must therefore be notified of default in writing and granted a final term for delivery.
2. In the event of non-purchase, travel costs, storage and other expenses are borne by the buyer. In the case, we make claim to the provisions in article 6.3.

5. TRANSFER OF OWNERSHIP

1. The goods delivered remain our property up until the time the buyer has met all of its payment and other obligations.
2. The buyer is not authorised to pledge or to transfer the goods delivered to third parties, other than in the normal performance of its business, or allow third parties to use these, until the buyer has met its payment and other obligations toward us.
3. If the buyer fails to meet any obligations toward us based on the agreement, or fails to do so promptly or properly, or if another circumstance arises as intended in article 6.1, we are entitled to take back the goods delivered without any notice of default of legal intervention. The buyer is obliged to provide full cooperation in this regard, under penalty of an immediately payable penalty of 10% of the purchase amount.
4. The buyer is obliged immediately to report to us in writing of the fact that third parties assert rights to the goods we have delivered, insofar as the services performed or goods delivered is not (yet) property.

6. CANCELLATION/TERMINATION OF THE AGREEMENT

1. We reserve the right immediately to terminate the agreement(s) with the buyer without legal intervention, if the buyer:
 - a. is placed under receivership, is declared bankrupt, or requests suspension of payment;
 - b. fails to meet any obligation (for payment or otherwise), or fails to do so properly or promptly;
 - c. takes a decision to liquidate and/or cease its enterprise;
 - d. loses the free management of its assets, or if the buyer is natural person is placed under legal restraint or passes away.
2. On termination as intended above, all of our claims are immediately payable and we are furthermore entitled to claim complete payment of damage, lost profit and/or of interest.
3. The item 'loss of profit' shall amount to 15% of the agreed price, subject to evidence to the contrary on our part.

7. TECHNICAL REQUIREMENTS

1. If the goods to be delivered are to be used outside the Netherlands, we are only responsible for the goods to be delivered complying with the technical requirements or standards imposed by the laws or provisions of the country where the goods are to be used if the usage abroad and the applicable special requirements are reported when concluding the purchase.
2. In addition, all other technical requirements imposed by the buyer on the goods to be delivered and that differ from the normal requirements must be explicitly reported by buyer when concluding the purchase agreement.

8. RISK TRANSFER

1. Delivers occur Ex Works, unless agreed otherwise.

9. COMPLAINTS

1. The buyer must check (or have checked) the goods purchased on delivery or as soon as possible thereafter.
2. Should visible faults or defects be ascertained, the buyer must report this to us within 48 hours following delivery.
3. Non-visible faults must be reported to us immediately on discovery yet at the most eight days following delivery.
4. Complaints regarding our invoices must have been received by us within eight days following the issue date.
5. In no instance does submitting complaints/protects release the buyer from its payment obligations toward us.
6. The buyer is not entitled to return goods about which it is complaining, without our written permission.

10. LIABILITY AND WARRANTY

1. A one-year warranty is provided on the goods sold, calculated from the date of delivery to the end user.
2. We are not liable for size differences employed between the different manufactured items.
3. Any warranty obligation expires if damage is the result of improper handling on the part of the buyer. Improper handling is understood to mean, among other things: anything deemed as such according to sector customs concerning maintenance, storage, transport and suchlike.
4. Except in cases of intent or gross negligence, we are not liable for (i) indirect damage (including but not limited to consequential damage, lost profit, lost savings, loss of and damage to data (files) and damage due to business stagnation (ii) another damage in total amounting to more than the total amount (excluding VAT) paid by us to the buyer based on the (section in question) of the Agreement in question.
5. Without prejudice to the provisions in article 10 (yet except in cases of intent or gross negligence), we are only liable for damage covered by the liability insurance we have taken out.

11. RETURNS

1. Returns without our prior written permission are not permitted.
2. In no instance to returns accepted by us provide exemption from payment regulations.
3. Returns resulting from an incorrect order on the part of the buyer are, up to and including the delivery and following our acceptance, credited with a 15% deduction for costs incurred with a minimum of €150 excluding VAT per case.
4. Return dispatches are at the buyer's expense, except in the case these occur as a result of an error on our part.

12. PAYMENT

1. Unless agreed otherwise in writing, all payments must occur within eight days following the invoice date.
2. If the invoice amount has not been received within eight days, the buyer owes interest on this in accordance with the statutory interest, applicable during the time in which the buyer is in default, whereby the time is calculated in full months.
3. If the payment of an invoice has not been received within the terms cited in the previous paragraph, and if in that case legal measures for obtaining the payment from the buyer are taken, the latter is obliged to pay all legal/extra-legal costs to be incurred by us.

4. The payments made by or on behalf of the buyer serve firstly to settle the interest and costs owed and subsequently payable invoices, outstanding the longest, even if the buyer states that the payment relates to a later invoice.
5. If the buyer is in default in payment of a sub0delivery, we are entitled to suspend the delivery assignments yet to be performed for the term the buyer fails to pay the payable invoice (sub or otherwise), without prejudice to our right definitively to terminate the deliveries following notice of default and to demand payment of everything we claim up to that moment, without prejudice to our right to compensation in accordance with the provisions in article 6.

13. FORCE MAJEURE

1. Force majeure is understood to mean the situation that, due to extraordinary circumstances such as fire, traffic impediments or transport problems, mobilisation, state of martial law, riots or uprising, import or export impediments and other government measures or regulations and furthermore any circumstance we are not reasonably able to influence, we are unable to perform the order in accordance with the arrangements made.
2. In the event of force majeure, we are entitled either to suspend observance of the agreement without legal intervention as long as the force-majeure situation persists, or to terminate the agreement without us being obliged to pay any manner of compensation or penalty to the buyer. We are entitled to invoice the goods delivered to the buyer up to that moment proportionately.
3. We shall inform the buyer of the force-majeure situation immediately.
4. The buyer is entitled to terminate the agreement in the event an order is suspended for more than 40 working days, or a shorter term to be deemed reasonable. In the event of this termination, we are entitled to demand payment of that which we have already delivered up to that moment, and we are not obliged to pay any manner of compensation or penalty to the buyer.

14. APPLICABLE LAW AND DISPUTES

1. The present Terms and Conditions, Quotations and Agreements and/or the implementation thereof is exclusively subject to Dutch law. Applicability of the Vienna Sales Convention 1980 is excluded.
2. All disputes resulting from the Terms and Conditions, Quotations and Agreements and/or the implementation thereof and /or relating thereto, are exclusively presented to the court of Rotterdam competent in this respect, unless we elect the competent court of the buyer's place of residence or business location, as well as unless the Parties agree an alternative manner of dispute settlement in the case in question.

GOUDA, OCTOBER 2016