

GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT OF LIVASSURED B.V.

Article 1 Definitions

The terms below are defined as follows in these General Terms and Conditions, unless explicitly stated otherwise:

- LivAssured BV: the user of the General Terms and Conditions
- Customer: the person who purchases products and/or services from LivAssured
- Products: all goods produced and/or delivered by LivAssured
- Services: all services provided by LivAssured.

Article 2 Scope

1. These general terms and conditions apply to any offer from LivAssured and to all distance agreements concluded between LivAssured and the Customer.
2. If one or more provisions of these General Terms and Conditions are invalid or if they are declared void, the remaining provisions of these General Terms and Conditions shall remain fully effective. LivAssured and the Customer shall in that case consult in order to agree on new provisions to replace the void or nullified provisions, with due regard for the purpose and scope of the original provision where possible.
3. If one or more of these terms and conditions should either wholly or partly be in conflict with any legal provision or be declared invalid by a court decision, the remaining provisions of these terms and conditions will remain in full force.

Article 3 Offers

1. All offers made by LivAssured are without obligation; LivAssured is only bound by any offers upon its acceptance of the order in writing or when it starts with the performance of the agreement.
2. The prices in the aforementioned offers and quotations are exclusive of VAT and other government levies as well as shipping and any transport and packaging costs, unless explicitly stated otherwise.
3. If acceptance (on minor points) deviates from the offer included in the tender, LivAssured shall not be bound by it. The agreement will in that case not be concluded in accordance with this deviating acceptance, unless LivAssured indicates otherwise.

Article 4 Conclusion of the agreement

1. The agreement is concluded from the moment of acceptance by the Customer of the offer and compliance with the corresponding terms and conditions.
2. In case the Customer has accepted the offer electronically, LivAssured will immediately confirm receipt of such acceptance of the offer electronically.
3. In case the agreement is concluded electronically, LivAssured will take appropriate technical and organisational measures to protect the electronic transfer of data and will ensure a secure web environment. If the Customer pays electronically, LivAssured will take appropriate security measures.

Article 5 Trial period and right of withdrawal for consumers

1. The Customer can try the product free of charge for 30 days after delivery. This trial period includes the statutory right of withdrawal for consumers.
2. During the trial period, the Customer must handle the product and the packaging with due care. The product must only be unpacked or used to the extent necessary in order to determine the nature, characteristics and operation of the product.
3. If the Customer wishes to return the product during the trial period, he must notify LivAssured and follow the indicated return instructions.

4. The Customer must return the product as soon as possible, however no later than within a week following the notification referred to in paragraph 3, in the original packaging and in accordance with the reasonable and clear instructions provided by LivAssured.
5. If the product is returned damaged, not in time and/or not in the original packaging, LivAssured is entitled to charge the resulting costs to the Customer.
6. After the trial period has expired, the Customer can no longer return the product (other than on the basis of the guarantee) and the full invoice must be paid in time.

Article 6 Prices

1. All prices are exclusive of sales tax unless otherwise indicated and include packaging and shipping costs.
2. During the validity period stated in the offer, the prices of the products and/or services offered are not increased, except for price changes as a result of adjustments to VAT rates.
3. The prices stated in quotations, agreements and order confirmations are based on the cost factors applicable at the time of the conclusion of the agreement, such as exchange rates, manufacturer prices, raw material and material prices, wage and transport costs, insurance premiums, taxes, import duties and other government levies.

Article 7 Delivery

1. The place of delivery is the address supplied by the Customer to LivAssured.
2. The delivery times stated by LivAssured commence on the day on which the agreement was concluded, provided LivAssured holds all data required for the execution of the order. The specified delivery times shall never be regarded as a strict deadline, unless explicitly agreed otherwise in the agreement.
3. The risk of damage and/or loss of products are vested with LivAssured until the moment of delivery to the Customer, unless the carrier has been appointed by the Customer.

Article 8 Payment

1. Payment must be made in euros, unless otherwise agreed, without any deduction or discount, by a transfer to a bank account designated by LivAssured, no later than within 30 days after the invoice date, unless explicitly agreed otherwise in writing.
2. In the event the Customer fails to meet his payment obligation(s) in time, LivAssured will send a reminder to the Customer and grant a 14 day-period for the payment obligation(s) to be fulfilled.
3. In case of failure of payment even after the 14-day period referred to in paragraph 2, the Customer is liable to pay statutory interest on the outstanding amount from the due date referred to in paragraph 1 and LivAssured is entitled to charge collection costs in accordance with the collection rate advised by the Netherlands Bar Association in debt-collection cases.
4. In the event of late payment, LivAssured has the right to suspend the fulfilment of all obligations in respect of the Customer.
5. In the event of liquidation, bankruptcy, seizure or suspension of payment of the Customer, LivAssured's claims are immediately due and payable to the Customer.

Article 9 Retention of title

1. LivAssured reserves the title to all products it supplies to the Customer until the purchase price for these products has been paid in full.
2. The risk of products delivered by LivAssured, without prejudice to the retention of title stipulated by LivAssured, is transferred to the Customer from the moment of delivery of the products to the Customer. LivAssured is not liable for any damage to the delivered products that are subject to a retention of title, caused during the time they are located at the Customer.
3. The Customer must fully and unconditionally respect all intellectual and industrial property rights that are vested in the products delivered by LivAssured.

Article 10 Advertising by the Customer

1. LivAssured must be notified of complaints from the Customer related to defects in items that are noticeably visible in writing within 48 hours after delivery, with a clear and accurate description of the complaint and stating the invoice, through which the relevant items have been charged. The Customer must conduct a careful and timely inspection.
2. Non-visible deficits must be reported within three months of delivery in the manner stated in paragraph 1.
3. If a complaint is not submitted in time pursuant to the previous paragraph, the Customer shall be obliged to purchase and pay for the Products that were bought. In consultation with LivAssured, the Customer may, where necessary, have repair work carried out by or via LivAssured.

Article 11 Liability

1. Apart from the case of intent or gross negligence on its part, LivAssured is not liable for business damage, property damage, personal injury or any other damage that may arise directly or indirectly for the Customer and/or third parties.
2. Any liability on the part of LivAssured is limited to the damage that could be anticipated as a possible consequence of the act causing the obligation to pay compensation, with a maximum of the amount paid in the respective case by the liability insurance taken out.
3. If, for any reason, no payment is made under the aforementioned insurance policy, any liability is limited to the amount invoiced by LivAssured for the relevant product.
4. Without prejudice to any provisions elsewhere in these general terms and conditions, LivAssured shall at no time be liable for goods and/or services it has obtained from third parties, other than to the extent such third parties are liable in respect of LivAssured and offer redress.

Article 12 Guarantee

1. LivAssured guarantees that, under regular use, the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the existing legal provisions and/or government regulations at the date of the conclusion of the agreement.
2. The guarantee referred to in paragraph 1 applies for a period of twenty-four months after delivery, unless:
 - (i) the Customer has repaired or modified the delivered products himself;
 - (ii) the delivered products have been exposed to abnormal conditions or used in violation of the instructions of LivAssured or the relevant instructions for use.
3. If a delivered product does not meet the requirements referred to in paragraph 1 of this article, LivAssured will replace the product or arrange for repair within a reasonable period after receipt of written notification of the defect by the Buyer, at LivAssured's discretion. In the event of replacement, the Customer at this time undertakes to return the product to be replaced to LivAssured and to provide LivAssured with ownership.

Article 13 Intellectual property and copyrights

1. All intellectual (property) rights including, explicitly but not exclusively, copyrights and design rights, which can or will be exercised - wherever and whenever - with regard to the products, are vested with LivAssured.
2. The Customer is not permitted to make changes to the products, unless the nature of the delivered products dictates otherwise or it has been agreed otherwise in writing.

3. Any designs, software and other materials or (electronic) files created by LivAssured under the terms of the agreement remain the property of LivAssured, irrespective of whether these have been handed over to the Customer or to third parties, unless otherwise agreed.
4. LivAssured reserves the right to use any increased knowledge during the performance of the work for other purposes, provided that no confidential information is disclosed to third parties.

Article 14 Applicable law and disputes

1. Dutch law applies to any agreement between LivAssured and the Customer.
2. All disputes in matters to which these terms and conditions apply shall be submitted to the competent court.
3. The parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

Article 15 Amendment and location of the terms and conditions

1. These terms and conditions have been filed at the office of the Chamber of Commerce. LivAssured is registered with the Chamber of Commerce under number 57815771.
2. These terms and conditions can also be consulted on the LivAssured website, <https://www.nightwatch.nl/>.
3. The most recently filed and published version is at all times applicable.
4. This version is from March 2019.