

k1. Terms and Conditions of Sale

1.1 The following Terms and Conditions of Sale ("Terms and Conditions") shall apply to all sales made by ONE2ID B.V. ("Supplier") to a buyer of Supplier's goods ("Purchaser"), and every agreement or other undertaking by Supplier is expressly conditioned on Purchaser's acceptance of these Terms and Conditions.

1.2 These Terms and Conditions supersede any prior understanding or agreement among the Parties respecting the subject matter included in these Terms and Conditions. No representations, arrangements, understandings or agreements relating to the subject matter, oral or written, exist among the parties except as expressly referenced in these Terms and Conditions.

1.3 These conditions shall apply to all subsequent business transactions between the parties unless superseded by new written Terms and Conditions accepted by both parties.

1.4 The language of these Terms and Conditions is English. Any translation provided is for the convenience of the Purchaser and is not binding on either party. The meaning of an English term shall be determined according to its plain meaning in common American usage. The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

2 General Provisions

2.1 Purchaser shall not assign, transfer, or delegate any of its rights, duties, interests, or obligations under these Terms and Conditions without the prior written consent of the Supplier. Any such assignment, transfer, or delegation without Supplier's prior written consent shall be void and cause for termination of any rights or obligations under these Terms and Conditions.

2.2 Supplier will not be deemed to have waived any provision of these Terms and Conditions or any breach by Purchaser of any provision hereof, unless specifically set forth in writing and executed by an authorized representative of Supplier. No such waiver by Supplier will constitute a waiver of any other provision or of such provision or breach on any other occasion.

2.3 All notices under these Terms and Conditions shall be given in writing and shall use one of the following methods of delivery: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier, (with all fees prepaid), facsimile or email. A notice is only effective if the Party giving notice has complied with this section. Notice is deemed received: (1) on the date of delivery if delivered in person; (2) on the third business day after the date of mailing if sent by Registered or Certified Mail; (3) on the first business day after the date of delivery if delivered using a nationally recognized overnight courier; or (4) upon receipt during normal business hours, at the location notice is received, of facsimile or email.

2.4 The invalidity or unenforceability (in whole or in part) of any provision, term or condition hereof, will not affect in any way the validity and enforceability of the remainder of such provision, term or condition, or any other provision, term or condition: provided, if the invalid provision is of such essential importance that it is to be reasonably assumed the Parties would not have entered into this Agreement without such provision, then the Parties must negotiate in good faith to replace any invalidated provision with a provision as close in meaning to the original provision as legally possible.

2.5 These Terms and Conditions constitute the final and complete agreement between the Parties, and may not be modified, terminated or repudiated, in whole or in part, except in a writing executed and mutually agreed upon by the authorized representatives of Supplier and Purchaser. Supplier may, at its sole option, treat any attempted modification, termination, or repudiation to which it does not assent in writing, as a material breach of these Terms and Conditions.

2.6 Any quotation, order acceptance, or invoice is subject to these Terms and Conditions, and constitutes the entire agreement and understanding of Supplier and Purchaser. It is expressly agreed if Purchaser issues a purchase order or other document for the products and services provided under these Terms and Conditions, such documents will be deemed to be for Purchaser's internal use only, and shall in no event be binding on Supplier.

3 Acceptance of Orders

3.1 A quotation or tender addressed to Purchaser from Supplier does not constitute an offer to sell. The services and goods presented in the Supplier's website or catalog merely constitute a request to the customer to submit an offer to conclude a purchasing agreement. The Purchaser's order constitutes an offer to conclude a purchasing agreement under the terms contained within the Purchaser's order. A Purchaser's offer is valid for 30 days subject to these Terms and Conditions unless expressly withdrawn.

3.2 Supplier reserves the right to modify, change, supplement or discontinue product offerings at any time without notice.

3.3 In no circumstances shall any contract arise unless and until the Purchaser submits an order to Supplier and Supplier: (1) issues a written acknowledgment of the order to the Purchaser, which shall be delivered by means of email, fax, or mail; or (2) takes some other action reasonably indicating acceptance including but not limited to allocating resources to the Purchaser's order.

3.4 Upon acceptance of the Purchaser's order by the Supplier, the Terms and Conditions contained herein become effective and shall govern performance of the contract between the parties.

4 Delivery and Payment

4.1 Unless otherwise stated in writing, price and delivery terms are Ex works (EXW) as defined in

Incoterms 2010 at Supplier's premises in Alphen aan den Rijn, the Netherlands. Supplier will organize transportation to the Purchaser's chosen delivery site, as specified in the Purchaser's order.

4.2 Price quotations for a specified quantity apply only to a single continuous production run of that quantity unless specifically stated otherwise. If the Purchaser requests a reduction in quantity or shipping instructions necessitate runs of lesser quantities, the price applicable to the lesser quantity runs will apply. If a prior quotation does not cover the requested or necessary lesser quantity run, the Supplier will adjust the price pursuant to a formula that the Supplier regularly uses to calculate quotations.

4.3 Unless otherwise stated in writing, all payments hereunder shall be made in Euros via wire/electronic transfer of immediately available funds to an account designated by the Supplier within thirty (30) days of the date of each invoice.

4.4 Purchaser will pay a late fee of one and a half percent (1.5%) per month or the highest rate allowed under the law, whichever is lower, on any overdue amounts, prorated on a daily basis for partial months. Purchaser also agrees to pay Supplier all reasonable costs and expenses of collection, including but not limited to attorneys' fees and court costs.

4.5 Should the Purchaser become insolvent or should the Supplier require security in good faith, Supplier may take any of the following actions: (1) cancel any outstanding contract with the Purchaser; (2) revoke any extension of credit to the Purchaser; (3) enforce a security interest in all goods and proceeds therefrom in order to satisfy or reduce any outstanding debt; or (4) take any measures reasonably necessary to secure fully Supplier's interest in Purchaser's payment for goods or services furnished or to be furnished by Supplier.

5 Examination of Goods, Acceptance, Return, and Cancellation

5.1 Should Purchaser discover any deficiency in quantity or quality of the goods, Purchaser shall report such deficiency promptly to Supplier in writing detailing the full particulars of any deficiency. Unless appropriate notice is given, Purchaser shall be conclusively deemed to have inspected and accepted the goods within thirty (30) days after receipt.

5.2 Purchaser may not return any goods, under warranty claim or otherwise, without first reporting to Supplier the reasons for such return and first obtaining and then observing such reasonable instructions as Supplier may give in authorizing any return.

5.3 In the event Purchaser desires to cancel an order, Supplier may accept such cancellation in its sole discretion; however, such cancellation, modification, or suspension of order will not be accepted on terms that will not fully indemnify Supplier against its loss, including recovery of all direct costs incurred, including normal indirect and overhead charges. However, Supplier shall make commercially reasonable efforts to mitigate such costs incurred.

5.4. Supplier strictly adheres to the following cancellation policy: if Purchaser cancels the order after Supplier has received a signed quotation or a company purchase order from Purchaser, Purchaser will be subject to a 40% cancellation fee of the total order amount.

If Purchaser cancels the order after Purchaser has approved the database and/or layout, and/or Supplier has sent the order confirmation, and/or after Supplier has purchased label materials or production materials specifically for said order, Purchaser will be subject to a 75% cancellation fee of the total order amount.

If Purchaser cancels the order after production of the order has commenced and/or after Supplier has finished production and the order is ready for shipping, Purchaser will be subject to a 100% cancellation fee of the total order amount.

6 Limited Warranty and Supplier's Liability

6.1 Supplier warrants that all goods will be free from defects in materials and workmanship for a period of six (6) months for non-assembled goods and eighteen (18) months for assembled goods beginning at the time of delivery of original goods (not replacement goods) by Supplier ("Limited Warranty").

6.2 The Limited Warranty does not apply if (1) the defect is the result of use or handling of the goods in a manner, circumstances or purposes other than those approved or instructed by Supplier; or (2) the goods are misused or abused or there is evidence of tampering, mishandling, alteration, neglect, accidental damages, modification or repair without the approval of Supplier. Further, warranty claims are not permitted for natural wear and tear.

6.3 The Limited Warranty provided herein is in lieu of all other warranties, express or implied, oral or written, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and title. The Limited Warranty is in lieu of any other liability or obligation of Supplier for losses, expenses, inconveniences or damages (whether special, indirect, secondary, or consequential) arising from ownership or use of the goods. Repair, replacement, or credit, less reasonable wear and depreciation, (at Supplier's option) upon return of the goods, is Purchaser's sole remedy for any such losses, expenses, inconveniences, or damages. Remedy for any such losses, expenses, inconveniences or damages. Purchaser recognizes the purchase price has been negotiated to reflect this assumption of risk and waives any rights that it might otherwise be entitled to in connection with the matters covered in this paragraph.

6.4 Under no circumstances whatsoever shall Supplier be liable for any indirect, special, or consequential damages, whether actual notice of harm is provided, foreseeable or unforeseeable, and whether based upon loss of resale profits, loss of business opportunity, loss of anticipated savings, loss of goodwill, loss of use of money, work stoppage, impairment of other assets, or otherwise and whether arising out of breach of warranty, breach of contract, strict liability in tort,

negligence, misrepresentation, or otherwise, except where applicable law requires such liability.

6.5 Supplier's total aggregate liability for any and all claims, liabilities, expenses, and all other damages or remedies arising under this Agreement (collectively "claims"), whether such claims are based on contract, negligence, or other tort, strict liability, warranty, indemnity, or any other type of liability, shall in no event exceed the amount paid for goods by Purchaser to Supplier in the current transaction that is the basis for these Terms and Conditions.

7 Tooling Negatives, Plates, and Artwork

7.1 If Purchaser pays for tooling, negatives or plates (collectively "tooling") then such tooling will be the property of Purchaser and will be maintained free of charge by Supplier while being used in production and for twenty-four (24) months following the last date of use, after which the tooling may, at Supplier's sole option, be destroyed, unless otherwise agreed in writing. At anytime during the twenty-four (24) month period after use of tooling has ceased, Purchaser may request that Supplier ship tooling to Purchaser at Purchaser's expense.

7.2 If Purchaser does not pay for tooling, then any such tooling will be the property of Supplier.

7.3 All artwork submitted by Purchaser is subject to the approval of Supplier. Supplier will notify (notice in Supplier's invoice to Purchaser is sufficient) Purchaser of any additional charges for retouching or reworking of artwork and will bill Purchaser at cost for same.

8 Confidentiality

8.1 For purposes of this Agreement "Confidential Information" is any information which (1) has been marked confidential, (2) is identified as confidential at the time of disclosure either orally or in writing, or (3) due to its character and nature, a reasonable person under similar circumstances would understand to be confidential. All price terms and specifications for the material composition of any product shall be explicitly deemed Confidential Information. In no event shall this section supersede any Non Disclosure Agreements entered into between the parties prior to or after this Agreement. In the event this section conflicts with a Non Disclosure Agreement currently or subsequently in effect between the parties, the Non Disclosure Agreement shall prevail.

8.2 Confidential Information shall not include information which (1) Receiving Party possessed before the written acceptance of an order by Supplier, (2) subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing Party; (3) is disclosed to Receiving Party by a third party who has the right to disclose such information, or (4) Receiving Party can demonstrate the information was independently developed without reliance on any Confidential Information of the Disclosing Party.

8.3 Parties agree that: (1) Receiving Party may use Confidential Information solely for the purposes of this

Agreement; (2) Receiving Party shall instruct and require all of its employees, agents, and representatives who have access to the Confidential Information of the Disclosing Party to maintain the confidentiality of the Confidential Information; (3) Receiving Party shall exercise at least the same degree of care, but not less than reasonable care, to safeguard the confidentiality of the Confidential Information as Receiving Party would exercise to safeguard receiving Party's own Confidential Information; and (4) Receiving Party shall only disclose the Confidential Information to employees, agents, or representatives (collectively "representatives") on a "need to know basis."

8.4 Receiving Party may disclose Confidential Information if required by law; however, Receiving Party must promptly notify Disclosing Party so that Disclosing Party may have reasonable opportunity to object to such disclosure.

8.5 Promptly upon written request of the Disclosing Party, Receiving Party shall, and shall cause its representatives to, return to the Disclosing Party, or at Disclosing Party's option destroy, all Confidential Information. If the Receiving Party destroys the Confidential Information, it shall certify that it has done so in writing and promptly deliver that certificate to the Disclosing Party.

9 Force Majeure

9.1 Supplier shall not be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, even if they occur at our suppliers, including without limitation, acts or omissions of government or military authority, terrorist actions, acts of God, shortages of materials, transportation delays, fires, floods, labor disturbances, riots or wars.

10 Intellectual Property and Export Controls

10.1 Supplier reserves unconditional property rights and copyrights to its illustrations, drawings, calculations, and other documents. The documents may only be made accessible to third parties after obtaining the prior approval of the Supplier, and must be returned to Supplier immediately on request. Purchaser retains the same rights over its own documents, excepting that Supplier may make documents accessible to those third parties to whom Supplier has reasonably entrusted deliveries necessary to performance of the purchase agreement.

10.2 In the event that any good supplied by Supplier is subject to a claim for direct infringement of a patent, copyright, or trademark, copyright in effect at the time Supplier issues its invoice or written acknowledgement of the Purchaser's order, then Purchaser shall permit Supplier, at its option and expense, either to: (1) procure the right to continue to use such good; (2) replace or modify such good so that the good supplied becomes non-infringing, or (3) accept return of such good and reimburse Purchaser for the purchaser price, less a charge for reasonable wear and depreciation.

10.3 Supplier shall, at its expense, defend any action against Purchaser based on a claim that a good

infringes a patent, copyright or trademark corresponding thereto, provided that Purchaser: (1) notifies Supplier promptly in writing of any such action, and furnishes copies of all demands, process and pleadings; (2) gives Supplier sole control of the defense thereof (and any negotiations for settlement or compromise thereof) and (3) cooperates in the defense thereof at Supplier's expense. The foregoing constitutes the entire liability of Supplier for infringement claims and actions, and Purchaser hereby waives any rights that it might otherwise be entitled to in connection with such claims and actions.

10.4 Supplier shall have no liability to Purchaser for any action or claim alleging infringement based upon any conduct involving: (1) the use of any good in a manner other than as specified by Supplier; (2) the use of any good in combination with other products, equipment, or devices not supplied by Supplier; or (3) the alteration, modification or customization of any good by any person other than Supplier, or by Supplier based on Purchaser's specifications or otherwise at the Purchaser's direction (regardless of whether such alteration, modification or customization occurs before or after the good is originally shipped by Supplier to Purchaser). In the event of an infringement action or claim against Supplier which is based on any conduct described in the preceding sentence, Purchaser shall indemnify and hold Supplier harmless against all damages, costs or expenses, including, without limitation, attorneys' fees paid or incurred by Supplier in connection with such an action or claim.

10.5 Purchaser shall not export, re-export, transfer, or make available, whether directly or indirectly, any information or good received from Supplier to anyone outside the country of original delivery to Purchaser, without first complying with all export control laws and regulations that may be imposed and all applicable foreign patents, trademarks, and copyrights. In the event of any infringement action or claim against Supplier based on this section, Purchaser shall indemnify and hold Supplier harmless against all damages, costs or expenses, including, without limitation, attorneys' fees paid or incurred by Supplier in connection with such action or claim.

11 Dispute Resolution

11.1 Upon any breach by Purchaser, or failure by Purchaser to comply with any of these Terms and Conditions, or if Purchaser becomes unable to conduct its normal business operations (including without limitation inability to meet its obligations as they mature), or if Purchaser becomes the subject of any proceeding under any state or federal bankruptcy law or other law, ceases to carry on business, or makes any assignment for the benefit of creditors, Supplier will have the right to immediately cancel or terminate any and all agreements without obligations to Purchaser relating to sales of the goods, in whole or in such part, which may result in the non-shipment or cancellation of Purchaser's pending or future order(s) and/or termination of Purchaser's relationship with Supplier,

and to recover from Purchaser damages for breach, and any unpaid balance due shall become immediately due and payable.

11.2 All remedies in these Terms and Conditions will be cumulative, and not alternative or exclusive, and will be in addition to all other rights and remedies provided by applicable law. The exercise or failure to exercise any remedy by Supplier will not preclude the exercise of the same or other remedies under these Terms and Conditions.

11.3 The parties to these Terms and Conditions are independent contractors and nothing contained in these Terms and Conditions shall be construed to place the parties in the relationship of employer and employee, partners, principal and agent, or joint ventures. Neither party shall have the power to bind or obligate the other party.

11.4 These Terms and Conditions, and the transactions contemplated hereby, will be governed by, and construed and interpreted in accordance with, the laws of the Netherlands. Any and all disputes arising under or relating to these Terms and Conditions and the transactions contemplated hereby shall be determined by a district court of the Netherlands. Any legal action with respect to any such transaction must be commenced within one year and one day after the cause of action has accrued.

12 Compliance

12.1 Purchaser and Supplier hereby agrees and certifies that neither it, nor any of its directors, officers, agents, affiliates or employees will (i) use any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to political activity, (ii) make any unlawful payment or offer or provide anything of value to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns, (iii) make any other unlawful payment, or (iv) violate any applicable export control, money laundering or antiterrorism law or regulation of the U.S., the Netherlands, or any other jurisdiction; nor will any of them otherwise take any action which would cause either Party or Company to be in violation of any laws, including without limitation the U.S. Foreign Corrupt Practices Act, the United Kingdom Bribery Act, regulations, codes or national conventions or any related international conventions relating to bribery of foreign or domestic officials.