

General terms and conditions

Zepcam B.V.

1. General

The following definitions apply in these general terms and conditions (hereinafter: 'General Terms and Conditions').

- 1.1. Zepcam: Zepcam B.V. and its affiliated companies.
- 1.2. Customer: each natural person, legal entity reseller or end-user whom Zepcam negotiates the formation of an agreement with and/or forms an agreement with.
- 1.3. Agreement(s): any agreement formed between Zepcam and the Customer, any change or supplement to it, as well as all legal acts to prepare and perform an agreement.
- 1.4. Products: body-worn video products, mobile video products, streaming products and accompanying items and accessories.
- 1.5. Software: standard and custom made video and data platforms to stream, view and manage the videos and data, including desktop software, server software, embedded software and mobile applications.
- 1.6. Information: models, graphics, studies, advise, results and other data made available by Zepcam.
- 1.7. Services: cloud services, connectivity service, custom development projects, consults, training and customer support provided by Zepcam – directly or through the involvement of a third party - to the Customer under the Agreement.

3. Offers and orders

- 3.1. Offers of Zepcam are valid for one (1) month after its date of issue, unless the offer should state otherwise.
- 3.2. Orders are only accepted by an order confirmation of an authorised representative of Zepcam by e-mail or a signed paper document.

2. Validity

- 2.1. All offers and Agreements between Zepcam and the Customer are solely governed by the General Terms and Conditions. Any other general terms and conditions or any reference to them is expressly excluded.
- 2.2. The Customer expressly accepts the applicability of the General Terms and Conditions. If the Customer acts as a reseller or on an agency basis, the contracts with its customers will conclude under at least the same conditions of the General Terms.
- 2.3. Zepcam reserves the right to adjust or modify these General Terms and Conditions unilaterally.
- 2.4. Zepcam shall provide Services on the basis of a best efforts obligation, unless and in so far Zepcam has explicitly undertaken in the Agreement to achieve a specific result and the result in question is sufficiently determined. Article 7:404 and 7:407(2) Dutch Civil Code are expressly excluded.

4. Price and delivery

- 4.1. Zepcam is entitled to unilaterally raise the agreed price accordingly if one or more cost components rise after the date on which the Agreement is formed, such as for example (but not limited to) exchange differences.
- 4.2. Unless otherwise stated, all prices and payments under this Agreement shall be in Euros. Zepcam's fees are exclusive of VAT, import duties, local taxes, transportation costs and/or handling costs and shall be yearly indexed based on the Dutch Consumer Price Index.
- 4.3. Unless expressly agreed otherwise, an agreed delivery and/or shipping date/time is merely indicative. The applicability of Article 7:46 f Dutch Civil Code is expressly excluded.
- 4.4. The exceeding of the agreed delivery and/or shipping date/time does not entitle the Customer to any compensation nor is the Customer entitled to terminate the Agreement. Only if the exceeding of the deadline is such that the Customer cannot be reasonably expected to maintain the Agreement, the Customer is entitled to terminate the Agreement, in so far as this shall be strictly necessary.

5. Risk and retention of title

- 5.1. Products will be for the Customer's account and risk as from the moment of delivery Ex Works ('Ex Works': EXW- Incoterms 2010). Delivery 'Ex Works' is deemed to have taken place at the location and time at which the Products are ready for shipment to the Customer, irrespective of any agreement between Zepcam and the Customer or any third party regarding the transport to the Customer and, if applicable, insurance.
- 5.2. Notwithstanding this risk, ownership of the Products is expressly not transferred to the Customer until the Customer has fulfilled all of its obligations towards Zepcam. In case of several deliveries made by Zepcam, the retention of title refers to all the Products, not depending on the payment of the corresponding invoice.
- 5.3. As long as the title of the Products has not been transferred to the Customer, the Customer may not pledge the Products or grant any other right to a third party and the Customer must keep the Products carefully and clearly identifiable as the property of Zepcam.
- 5.4. The Customer shall be obliged to keep the goods delivered under retention of title with the appropriate care and recognizable as Zepcam's property.
- 5.5. Notwithstanding the other rights that Zepcam is entitled to, Zepcam is irrevocably authorised by the Customer to take possession on first demand of the supplied Products without any notice of default ('ingebrekestelling') or judicial intervention, should the Customer fail to fulfil his payment obligations to Zepcam on time or at all.

7. Complaints and customer service

- 7.1. Complaints about the Products, Software or Services delivered by Zepcam must be made to Zepcam in writing (including e-mail), stating all the reasons for the complaints, within 4 weeks after the invoice date. In failing to do so, within said time frame, the Customer will forfeit all claims even if it does not harm Zepcam's interests. This 4-weeks deadline replaces the qualification expeditiously ('bekwame tijd') as referred to Article 7:23 paragraph 1 Dutch Civil Code.
- 7.2. After detection of any defect the Customer shall be obliged to refrain forthwith from using, handling or processing the relevant Products, Software or Services.
- 7.3. No claims of any kind shall suspend the Customer's payment obligation.
- 7.4. Zepcam offers customer e-mail service from the enquiry through to the supply and support of the Product and/or the Software. Zepcam endeavours to contact the Customer within two
- 7.5. working days after the request for assistance in order to answer questions or render any other assistance that may be required.
- 7.6. Zepcam will ensure that service- and software updates necessary for the good performance of the Products will be available for the Customer, all within the agreed upon conditions.

6. Payment and fees

- 6.1. All payments must be effected within thirty (30) days after the agreed date on which the amount is due or within the period stated on the invoice ('Payment term') and without any deduction or setting-off of debts and be made to the account referred to by Zepcam for this purpose of our quotation and/or invoice.
- 6.2. If the Customer fails to pay an invoice within the Payment term, Zepcam will be entitled, without further notice of default, to suspend its Services.
- 6.3. Zepcam shall invoice to the Customer by advance, interim and/or final invoices, at the choice of Zepcam.
- 6.4. If Zepcam is forced to assign its claim to a third party for collection the Customer shall reimburse Zepcam, or the third party to whom the transaction has been assigned, for the costs thereby incurred.

8. Liability, force majeure

- 8.1. Apart from the case in which losses are the result of an intentional act ('opzet') or gross negligence ('grove schuld') on the part of (an employee of) Zepcam, the liability of (an employee of) Zepcam - including any obligation to undo ('ongedaanmakingsverplichting') - with regard to the Customer or a third party to whom the Customer is obliged to pay compensation will in no case exceed the total of amount invoiced to and paid by the Customer over a period of one month and related to which the claim pertains, with a maximum of € 10.000,- on a calendar-year basis.
- 8.2. Under no circumstances shall Zepcam be liable for indirect loss ('indirecte schade'), which is deemed to include consequential loss ('gevolgschade'), loss of earnings ('gederfde omzet'), foregone savings ('gederfde winst'), loss resulting from the non-availability and/or non-accessibility of the Internet network or other networks, loss resulting from claims from third parties because of product liability, loss relating from the use of objects, materials or software of other parties than prescribed by Zepcam, loss of data caused by technical failures or faults or malfunctions.
- 8.3. The Customer indemnifies Zepcam against claims by third parties whose personal data have been recorded or processed by the Customer with the Products and Software of Zepcam.
- 8.4. In case of non-performance of the Agreement due to force majeure, Zepcam shall be entitled to suspend fulfilment of its obligations for a maximum of thirty (30) days, or to cancel the Agreement, in whole or in part, without judicial involvement. Zepcam shall not become liable to pay any compensation.
- 8.5. The Customer is fully liable for damage to the product itself or for consequential damage caused by the Product, due to incorrect and faulty handling of the Product during a trial period. Zepcam reserves the right to make retention from the security deposit to cover damages as described in the preceding sentence.

9. Data ownership and Privacy

- 9.1. All data collected by the Customer will be the property and will remain at disposal of the Customer.
- 9.2. Zepcam will not give the collected data to third parties, unless Zepcam explicitly state that this is required for a specific action, or unless Zepcam is required by law to provide the data, e.g. at the request of the competent legal authorities in the framework of a judicial enquiry.

11. Severability

- 11.1. If any provision of the General Terms and Conditions and/or in the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree that any invalid provision will be deemed to be restated so as to be enforceable to the maximum extent permissible under law consistent with the original intent and economic terms of the invalid provision.

13. Governing law and jurisdiction

- 13.1. The whole legal relationship between the Customer and Zepcam shall be governed by Dutch law.
- 13.2. Disputes arising from the legal relations between the Customer and Zepcam shall be referred only to the Court of Amsterdam, unless Zepcam states a preference for referring the dispute for resolution to another competent judicial forum, Dutch or otherwise.

10. Intellectual property rights and confidentiality

- 10.1. All intellectual property rights connected with the Products, Software and Information accrue exclusively to Zepcam. The Customer's right of use of the intellectual property rights are limited, non-exclusive and non-transferable to third parties.
- 10.2. The Customer may not copy, modify, disclose or use the Software and/or the Information in any way that infringes the (intellectual property) rights or proprietary interests of Zepcam or any third party. The Customer's use of the Software and Information must comply with all applicable laws and regulation

12. Assignment

- 12.1. The Customer is not allowed to indirectly or directly transfer or assign any rights under this Agreement, in whole or in part, without the prior written consent of the other party.