



10 April 2013

General Terms and Conditions for End-Users

1. Applicability

- 1.1 Eding CNC B.V. ("Eding CNC") is a private company with limited liability organized under the law of the Netherlands.
- 1.2 These General Terms shall apply to any and all requests, offers, quotations, orders, order confirmations, agreements, use of services or Software, sale or delivery of Equipment, as marketed and/or supplied by Eding CNC. Variations may be made to the General Terms only if separately agreed by parties in writing.
- 1.3 The Agreement shall be exclusively governed by the General Terms. Any general terms and conditions of delivery and/or payment of End-user or any other general and/or special terms and conditions shall not apply and/or are hereby expressly rejected.

2. Interpretation

"Affiliate" means, in relation to a party to the Agreement, any entity which is a holding company of that party; is a subsidiary of that party; is a subsidiary of a holding company of that party; or at the time in question directly or indirectly controls, is controlled by, or is under common control with, that party.

"Agreement" means any Agreement between Eding CNC and End-user including these General Terms and Conditions as varied or supplemented in accordance with the Agreement.

"End-user" means any person or entity that (i) actually uses any Products of Eding CNC, irrespective of whether or not that person or entity is also a customer of Eding CNC (ii) applies for or receives any offer, quotation, order or order confirmation from Eding CNC or otherwise actually or potentially enters into any Agreement with Eding CNC regarding any Products (i.e. customer) and/or (iii) actually visits any website of Eding CNC including www.edingcnc.com.

"Equipment" CPU board and optional hardware as identified in any Agreement such as but not limited to convenience products, signal converters and/or boards which add extra signals which are not standard present on the CPU board.

"General Terms" means these General Terms and Conditions for End-users.

"Intellectual property rights" shall mean copyrights, trademarks, registrations of trademarks or designs and trademark applications, and any other intellectual property rights recognized by the law of any jurisdiction.

“Know-how” includes any and all inventions and technical information, whether or not protected by Intellectual property rights, relating to the creation, development and production of the Product.

“Intellectual property rights” and “Know-how” shall include all rights, title and interest in (i) all websites, domain names and URL related to the creating, designing, developing and/or producing and marketing the Products and (ii) all goodwill related to, associated with or used or useful in connection with the creating, designing, developing and/or producing and marketing the Products.

“Product” means Software and Equipment.

“Product Activation” means activation of the chip using the activation mechanism as described in the Eding CNC manual. The user obtains the request code from the Equipment, sends this by e-mail to Eding CNC and Eding CNC will provide the activation code. After activation the Product has its full functionality. Before activation there is just enough functionality to be able to test the Product.

“Software” means all software, which includes “PC software” which means the main application software that runs on the PC and can be downloaded from the website, including Source code(s) thereto any parts of that software, the documentation and all enhancements, upgrades, new releases or any additional modules or variants of that software and documentation as has been, or may be, made available by Eding CNC or its Affiliates and “CPU Firmware” which means the software that runs on the Chip located on CPU board.

“Source code” means any and all versions of source codes of the Software.

3. General

- 3.1 Eding CNC reserves the right to modify the General Terms from time to time.
- 3.2 Any use of Products requires the prior acceptance of the General Terms by the End-user and any use of Products without such acceptance is not permitted.
- 3.3 Acceptance of the General Terms is done (i) by clicking to accept or agree to the General Terms where this option is made available by Eding CNC in any user interface for any Product, (ii) by acceptance in writing, or (iii) by actually using any Product.
- 3.4 End-user is not entitled to assign or otherwise transfer any right, obligation or agreement without Eding CNC’s prior written consent. Eding CNC is entitled to assign or otherwise transfer any right, obligation or agreement at its sole discretion.
- 3.5 If the End-user does not agree to the General Terms, the End-user is not allowed to use the Products. In that case the purchased Software and/or Equipment should be returned to Eding CNC to be eligible for a refund of the purchase price.

4. Offers, quotations and prices

- 4.1 Any and all offers and quotations submitted by Eding CNC are without engagement to Eding CNC and may at all times be revoked by Eding CNC, unless stated otherwise.

4.2 All prices offered or quoted by Eding CNC are net cash, without reduction and exclusive of any taxes, duties, costs and charges owed at the time of delivery. If an order is placed and no definite price has been agreed in advance, the order will be subject to the prices which are valid at the time of the execution of the order, irrespective of any offer made before or any price charged before.

4.3 All prices as quoted will remain subject to any general Eding CNC-wide price increases and any such general Eding CNC-wide price increases will apply (i) upon renewal or extension for any existing agreements or purchase offers and (ii) with immediate effect for any new End-users.

4.4 All prices and/or tariffs are exclusive of V.A.T., in Euro, unless stated otherwise.

5. Acceptance of an offer

5.1 Any reply to an offer or quotation which contains additions, limitations or other modifications, such as modifications regarding price, payment, quality and quantity of the products or services, place and time of delivery, will be deemed to be a rejection of the offer or quotation and to constitute a counter offer.

5.2 Any obligation or agreement only becomes binding upon Eding CNC if and when the End-user's acceptance of an offer or any other request or proposal from a End-user is acknowledged and confirmed by Eding CNC.

6. Order and delivery of the Product

6.1 End-user may order c.q. purchase a Product via the website or by e-mail.

6.2 Eding CNC will deliver the Equipment or have the Equipment delivered by a third party to End-user by post or by such other carrier as Eding CNC may choose in absolute discretion, to the address as specified by the End-user.

6.3 Eding CNC will deliver the Software or have the Software delivered to End-user respectively by the Eding CNC website by creating the possibility for End-user to download the Software from the website or by a third party.

6.4 If at any time End-user is in default in the performance or observance of any of its obligations under the Agreement, Eding CNC shall be entitled, for so long as such default continues (but without prejudice to any of its other rights under the Agreement), to withhold delivery of Products to End-user notwithstanding that orders for Products have been accepted by Eding CNC.

7. Use of the Products

7.1 End-user agrees to use any Products only for purposes that are (a) permitted by the General Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

7.2 End-user agrees that any registration information given to Eding CNC will always be accurate, correct and up to date.

- 7.3 End-user shall not access (or attempt to access) any of the Products by any means other than through an interface that is provided by Eding CNC.
- 7.4 End-user shall not engage in any activity that interferes with or disrupts the Products (or the servers and networks which are connected to the Products).
- 7.5 Unless otherwise agreed in writing with Eding CNC, End-user shall not reproduce, duplicate, copy, sell, trade or resell the Products for any purpose.
- 7.6 End-user is responsible for (a) maintaining the confidentiality of passwords associated with any account used to access the Products and (b) all activities that occur under its account(s).
- 7.7 End-user shall immediately notify Eding CNC if End-user becomes aware of any unauthorized use of any of its passwords or accounts.

8. Warranty

Equipment

- 8.1 Eding CNC does not warrant or represent that the Equipment will be error-free but if the Equipment is demonstrated to Eding CNC within 12 months from the date of delivery to End-user to contain an error or malfunction, Eding CNC will use all reasonable endeavors to correct/repair such error or malfunction or (at its option) replace such Equipment free of charge provided that the End-user is not in breach with any Agreement or the General Terms and the defect of the Equipment is directly caused by a manufacturing defect.
- 8.2 The endeavors of Eding CNC of article 8.1 excludes direct and indirect damages caused by improper operation, improper testing, any repair, any modification, any alteration, any adjustment of the circuit, any overloaded print, any defective PCB traces or solder pads, improper power supplies, non-observance of the manual or data connection, incorrect polarity of the supply voltage, improper maintenance, accident, neglect or abuse of the Equipment.
- 8.3 The (shipping) costs for returning the Product in accordance with article 8.1 are at all times for the account of the End-user.

Software

- 8.4 The Software is supplied "as is" and "as available" and any use thereof is at the own risk of the End-user, all in accordance with article 7 of the General Terms. Eding CNC and its licensor(s) do not represent or warrant that: (a) use of the Software will be uninterrupted, timely, secure or free from error, and (b) Software can be used in a dangerous environment (c) defects in the operation or functionality of Software provided will be corrected.
- 8.5 Although Eding CNC does not warrant that the Software is free from all known viruses it has used reasonable efforts to check for the most commonly known viruses prior to packaging but End-user is solely responsible for virus scanning the Software.

General

- 8.6 Any performance specifications given by Eding CNC only refer to the average performance of (the relevant part of) the Products, unless otherwise agreed in writing.
- 8.7 Any complaints by End-user concerning non-performance of any part of the Products or Content shall be in writing and specify (a) the Products concerned, (b) the related agreement and (c) the nature of the problem with as much detail as reasonable required for Eding CNC to properly evaluate the complaint.
- 8.8 In the event that the warranty period has been expired, and Eding CNC deems a complaint still justified, it shall at its sole discretion, (a) adjust the Products in question free of charge, (b) provide the Products again or (c) give a price reduction.
- 8.9 Eding CNC does not represent or warrant that any information obtained by End-user as a result of End-user's use of the Products will be accurate or reliable.
- 8.10 Any other material downloaded or otherwise obtained through the use of the Products is done at End-user's own discretion and risk and End-user will be solely responsible for any damage to its computer systems or other devices or loss of data that results from the download of any such material.
- 8.11 Unless otherwise agreed in writing, no advice or information obtained by End-user from Eding CNC, including through the Products, shall create any warranty.
- 8.12 To the fullest extent permissible under applicable law, all further warranties, express or implied, including but not limited to, warranties of performance, merchantability, fitness for a particular purpose, accuracy, omissions, completeness, currentness and delays of service, are expressly disclaimed.

9. Intellectual Property Rights

- 9.1 Eding CNC and/or its licensor(s) own all legal right, title and interest in and to the Products. This right, title and interest includes any and all Intellectual property rights and Know-how which subsist in the Products, irrespective of whether these rights are registered or not and wherever in the world these right exist, whether or not in the future.
- 9.2 End-user is not entitled to use or exploit any part of the Products or any of the Intellectual property rights and Know-how other than as expressly provided for in the General Terms or as otherwise agreed in writing with Eding CNC.
- 9.3 Eding CNC and/or its licensor(s) shall not transfer any Source code to a End-user by any Agreement.
- 9.4 End-user shall not remove, obscure, or alter any Intellectual property rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Products.

10. License from Eding CNC

- 10.1 Provided that a End-user has been provided access to the use of the Products in compliance with the General Terms and any applicable Agreement with Eding CNC, End-user has a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the Product and for the sole purpose of enabling the End-user to use and enjoy the benefit of the Product as provided by Eding CNC and in the manner permitted by the General Terms and any applicable agreement with Eding CNC.
- 10.2 End-user shall not (and shall not permit anyone else to) copy, adapt, translate, modify, create a derivative work of, reverse engineer, disassemble, decompile or otherwise attempt to extract the Source code of the Software or any part thereof, unless this is expressly permitted or required by law.
- 10.3 End-user may not assign (or grant a sub-license of) its rights to use the Products, grant a security interest in or over its rights to use the Products, or otherwise transfer any part of its rights to use the Products.

11. User Content

- 11.1 End-user retains any copyright and any other Intellectual property rights it already holds in any content which End-user may submit, post or display on or through, the Products ("User Content").
- 11.2 By submitting, posting or displaying User Content, the End-user grants Eding CNC a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute such User Content on or through the Products or the Content. In addition, this license includes the right to make such User Content available to other companies, organizations or individuals with whom Eding CNC has relationships for the provision of syndicated services, and to use such User Content in connection with the provision of those Products, unless otherwise agreed in writing between the parties.
- 11.3 End-user confirms and warrants to Eding CNC that End-user has all the rights, power and authority necessary to grant the above license to Eding CNC.

12. Confidentiality

- 12.1 Parties agree not to divulge to any third party and not to use, except for the purpose of rendering the Products, any information of a confidential nature with regard to any Agreement.

13. Reservation of title

- 13.1 Title in and to any products delivered, will remain with Eding CNC until all Eding CNC invoices that are outstanding at that time – whether for the relevant products or any Products – have been fully paid by End-user.

14. Payment

- 14.1 Subject to any other specific written agreement, invoices of Eding CNC will be due 14 days from the date of the invoice. The End-user shall not be entitled to suspend payment at any time or to set of any amount due to Eding CNC, irrespective of any complaints by End-user with regard to (any part of) the Products.
- 14.2 Payments must be made at the bank account indicated by Eding CNC on the respective invoice or must be made at the bank account by Paypal through the website of Eding CNC.
- 14.3 After full payment has been received, Eding CNC performances and delivers any Products.

15. Termination

- 15.1 Eding CNC shall be authorized to suspend or terminate any Agreement with relation to any Products in whole or in part, with immediate effect, without notice, notwithstanding any other rights or remedies to which Eding CNC is entitled, where (a) the End-user breaches any provision of a specific Agreement between the parties or the General Terms; (b) suspension of payment or bankruptcy is requested or granted with regard to the End-user; (c) the business of the End-user is shut down or liquidated.
- 15.2 In the cases described in 15.1 above, any invoices and other claims of Eding CNC shall be immediately payable by the End-user.

16. Liability

- 16.1 Notwithstanding the provisions in article 8 of the General Terms, Eding CNC, its licensor(s), agents, distributors, employees or associates shall not be liable for (a) any direct, indirect, special, consequential or exemplary damages, however caused and under any theory of liability, including but not limited to any loss of profit, any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute Products or any other intangible loss; (b) any loss or damage by End-user, including but not limited to loss or damage as a result of (i) any changes which Eding CNC may from time to time make in the Products or any temporary or permanent cessation in the provisions of (any part of) the Products, (ii) the deletion, corruption or failure to store any content or communication data maintained or transmitted as part of the use by End-user of the Products, (iii) End-user's failure to provide Eding CNC with accurate account information or (iv) End-user's failure to keep any passwords and account details secure and confidential.
- 16.2 The limitations of liability shall apply irrespective of whether Eding CNC, its licensor(s), agents, distributors, employees or associates have been advised or should have been aware of the possibility of any such loss or damage.
- 16.3 The End-user shall indemnify Eding CNC and hold Eding CNC harmless against any claims of third parties with regard to any damages or losses resulting from any use of (any part of) the Products, where and in so far as such damages or losses are caused

by negligence of the End-user, including any of its agents, employees, associates or other party that obtain access to or otherwise benefit from any use of the Products or the Content by or through the End-user. This means that End-user shall also indemnify Eding CNC and hold Eding CNC harmless against any claims of third parties with regard any damages or losses resulting from infringement(s) on the Intellectual property rights of the Products.

- 16.4 Any liability, in particular for any inaccuracy, omission, lack of correctness or any delay of any part of the Products, including any hyperlinks and other sites or sources referred to, is expressly excluded.
- 16.5 Nothing in the General Terms shall exclude or limit Eding CNC's warranty or any liability for damages or losses which may not be lawfully excluded or limited by applicable law, in which case the relevant liability will be limited to the maximum extent permitted by such applicable law, and at all times limited to the maximum amount as covered – and to be actually paid – by the insurance company of Eding CNC.

17. Miscellaneous

- 17.1 Failure or neglect by Eding CNC to enforce at any time any of the provisions hereof shall not be construed or deemed to be a waiver of Eding CNC's rights hereunder nor in any way affect the validity of the whole or any part of this General Terms and/or Agreement nor prejudice Eding CNC's rights to take subsequent action.
- 17.2 An Agreement shall not be assigned by End-user whether voluntarily or involuntarily or by operation of law, in whole or in part, to any third party without the prior written consent of Eding CNC. No such assignment by End-user howsoever occurring shall relieve End-user of its obligations hereunder.
- 17.3 This General Terms and Agreement supersedes any arrangements, understandings, promises or agreements made or existing between the parties hereto prior to or simultaneously with this General Terms and Agreement and constitutes the entire understanding between the parties hereto. Except as otherwise provided herein, no addition, amendment to or modification of this General Terms and Agreement shall be effective unless it is in writing and signed by and on behalf of both parties.
- 17.4 The headings of the paragraphs of this General terms and the Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this General Terms and/or any Agreement.
- 17.5 In the event that any (part of the) provisions contained in this General Terms and Agreement shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 17.6 The General Terms and the Agreement are solely governed by Dutch law.

17.7 Any dispute or claim of any kind in relation to any matter arising under, out of or in connection with the Agreement shall be settled through friendly consultation between parties. In case no settlement can be reached within a period of 30 days from the date of commencement of such consultation, the dispute may be referred by either party to the competent court of the Netherlands such having the exclusive jurisdiction.

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