

**Article 1: General**

- 1.1** All offers, contracts and the execution thereof are governed exclusively by these general terms and conditions (hereinafter the General Terms and Conditions) of Gaming Support B.V. (hereinafter Gaming Support). Deviations thereto must have the express prior written agreement of Gaming Support.
- 1.2** A 'customer' and/or 'buyer' in the General Terms and Conditions means a (legal) person with whom Gaming Support has concluded or wishes to conclude a contract.

**Article 2: General terms and conditions of contracting parties and/or third parties**

- 2.1** The general terms and conditions of contracting parties and/or third parties shall not be applicable, unless these general terms and conditions are expressly accepted in writing by Gaming Support.
- 2.2** However, any applicability of aforementioned general terms and conditions shall not affect the applicability of Gaming Support's General Terms and Conditions, unless the latter are in conflict with the general terms and conditions of contracting parties and/or third parties.
- 2.3** General terms and conditions and any agreed changes or additions hereto shall only be accepted by Gaming Support under the above-mentioned conditions and shall only apply to the designated transaction. These conditions will not automatically be applied again to subsequent transactions.

**Article 3: Offers and orders**

- 3.1** All offers and quotations are made without commitment, unless otherwise expressly noted, and are based on information, drawings, calculated material prices, etc. provided with any inquiries.
- 3.2** All information provided with the quote, such as sizes, weights, capacities and quantities will be described as accurately as possible on the basis of information known at that time.
- 3.3** Drawings, calculations, descriptions and any another documents and enclosures relating to the offers are considered as part of the offers.
- 3.4** Sending of offers and/or brochures, price lists etc. does not oblige Gaming Support to deliver and/or accept of the order.
- 3.5** Gaming Support retains the right to refuse orders without stating reasons, or to deliver cash on delivery (COD).

**Article 4: Agreements**

- 4.1** Promises, arrangements and/or agreements with subordinates of Gaming Support do not bind the latter, insofar as they have not been confirmed in writing by Gaming Support. Regarded as subordinates in this context are all employees and staff members who do not dispose over powers of signature. Customer or Buyer must check in advance whether the employee and/or staff member who makes the promises and/or with whom arrangements and/or agreements are made, is an authorised signatory.

**Article 5: Contract**

- 5.1** Subject to what is set out below, a contract is only executed after Gaming Support has accepted an order in writing, or has confirmed it. The order confirmation is deemed to reflect the contract accurately and completely.
- 5.2** Any additional arrangements and/or promises subsequently made by Gaming Support or its personnel, including both authorised signatories and subordinates, or made on behalf of Gaming Support by its vendors, agents, representatives or other intermediaries, shall only be binding for Gaming Support if it confirms them in writing.
- 5.3** For work for which by its nature and/or scope no offer or order confirmation has been sent, the invoice and/or delivery slip shall also be considered as order confirmation, which is also deemed to reflect the contract accurately and completely.
- 5.4** By placement of an order, the customer or buyer declares to be solvent and creditworthy.
- 5.5** Upon or after concluding the contract, and prior to (continued) performance thereof, Gaming Support is entitled to demand security from the customer or buyer that the payment as well as other obligations will be fulfilled. A customer or buyer is obliged to provide such security.

**Article 6: Prices**

- 6.1** The Gaming Support prices are subject to change without notice. The prices are stated excluding VAT and excluding other taxes, levies and rights.
- 6.2** All contracts are always concluded on the basis of the prices on the date of conclusion.
- 6.3** All work, examinations/studies, tests etc. to be performed by Gaming Support shall be billed to the customer or buyer in accordance with the Gaming Support rates in effect on the date of the order and/or the usual rates.
- 6.4** In the event price increases should occur after a contract has been executed with Gaming Support, for instance through increases by the government, manufacturing prices, exchange rates etc, Gaming Support has the right to pass on the increases to the customer or buyer. All this is without prejudice to the right of customer or buyer to terminate the contract. In that case, the customer or buyer shall owe Gaming Support those costs already incurred.
- 6.5** If desired and at their own expense, customers or buyers can have a Dutch Chartered Accountant examine the documents relating to the furnishing of proof of the passed-on price increase, as provided for in paragraph 4.
- 6.6** The payment of any additional costs on the basis of this article shall have to be made together with the principal amount.

**Article 7: Modification of the order**

- 7.1** If, through modifications of any kind that are made to the original order in writing or verbally by or on behalf of the customer or buyer, costs are created which are higher than those on which the quotation for the original order was based, the amount exceeding the quotation for the original order will be additionally charged to the customer or buyer.
- 7.2** The changes in the execution of the order still desired by the customer or buyer after the order has been submitted must be made known to Gaming Support by the customer or buyer in good time and in writing. If these changes are made verbally, then the risk for the correct implementation of these changes by Gaming Support shall be for the account of customer or buyer. In this paragraph, 'in good time' means at least 5 working days prior to the start of the execution of the order.
- 7.3** Commissioned changes can have as result that the delivery time agreed by Gaming Support for the change is exceeded; this overrun shall be deemed as not being the responsibility, fault of and/or imputable to Gaming Support.

**Article 8: Cancellation**

- 8.1** In the event a customer or buyer cancels the order and/or refuses to take delivery of items that fall outside the sphere of risk of Gaming Support, Gaming Support shall oblige said customer or buyer to bear the cost price, including wages and social charges, of the materials already purchased, whether manufactured or processed or not.
- 8.2** Without prejudice to what is mentioned in the previous paragraph of this article, Gaming Support retains all rights to demand full performance of the contract and/or full compensation/indemnification.
- 8.3** Items especially custom manufactured, processed, packaged etc. for the customer or buyer will not be taken back and/or credited by Gaming Support.
- 8.4** If the customer or buyer nevertheless cancels the order, said customer or buyer is obliged vis-à-vis Gaming Sport to:
- Pay everything already performed by Gaming Sport;
  - Compensate Gaming Sport for the costs stemming from the cancellation;
  - Compensate any currency losses that Gaming Support suffered owing to the fact that in connection with the order, it concluded a concurrency agreement with a bank or other third party;
  - Hold Gaming Support harmless against claims from third parties arising from the cancellation of the order.

**Article 9: Abandon delivery / sale**

- 9.1** When obtained references and/or other information result in reasonable doubt about the payment prospects of customer or buyer, then Gaming Support has the right to waive the contract by notifying the customer or buyer in writing. In that case, delivery can take place with cash on delivery or by means of advance payment.
- 9.2** The statutory right of customer or buyer to withdraw from the contract remains unaffected.

**Article 10: Delivery and delivery period**

- 10.1** Considered as the time and date of delivery for the items delivered by Gaming Support are ex-works, workplace, warehouse, supplier or any other agreed location.
- 10.2** Carriage paid delivery only occurs if and to the extent that Gaming Support has indicated this on the invoice or otherwise in writing.
- 10.3** Items, which are also delivered carriage paid or that travel in the name of Gaming Support, travel for the account and risk of the customer or buyer, whereby dispatch is considered as delivery.
- 10.4** Gaming Support has the right to deliver in parts (partial deliveries), which can be invoiced individually; in that case the customer or buyer is obliged to pay the invoices for these partial deliveries in accordance with the provisions in Article 20 of the General Terms and Conditions. Partial deliveries are treated as performance of a special order within the meaning of the General Terms and Conditions.
- 10.5** The indication of the delivery date is always an approximation unless otherwise expressly agreed in writing. Delivery shall be deemed to have been made within the specified period when the items leave the warehouse before the expiry of the specified period.
- 10.6** The agreed delivery date is not a firm date. Gaming Support is only liable for exceeding the date if it has been given notice of default in writing and a reasonable period for compliance is offered.
- 10.7** In the event of a situation as referred to in the previous paragraph, the liability of Gaming Support is limited to the amount for which Gaming Support is correspondingly insured.
- 10.8** The customer or buyer undertakes to enable Gaming Support to perform the business and/or services and/or work or have it/them performed properly and reliably, failing which Gaming Support has the right to proceed to dissolution of the contract.
- 10.9** In the event delivery, installation and/or repair of the goods has to occur at a different location than the one referred to in paragraph 1, the customer or buyer is conditionally bound to pay the travel and accommodation costs to Gaming Sport in accordance with the applicable or known rate at the time of the order in question. Moreover, these costs remain due in the event Gaming Support ascertains on-site, such at its discretion, that installation and/or repair is not feasible whatever the cause.
- 10.10** When the other party has not taken delivery of the items after expiry of the delivery date/period, they will be stored at his/its disposal and for his/its account and risk.
- 10.11** If Gaming Support is not able to deliver within the stated delivery period, the customer or buyer shall be notified immediately with indication of the expected amount of time the aforementioned delivery date will be exceeded.
- 10.12** All goods and services that are commissioned to Gaming Support by or on behalf of the customer, which Gaming Support has delivered and/or installed quantities and/or types of materials to be processed beyond those expressly provided for in the contract, or when it has performed work beyond the work described in the contract, shall be charged as additional work.

**Article 11: Assembly**

- 11.1** All fixtures and/or facilities that are necessary for the preparation of the items to be assembled, and/or the proper operation of items in assembled state, shall be for the account and risk of the customer or buyer and are not the responsibility of Gaming Support.
- 11.2** At his/its expense, customer or buyer is obliged to put and maintain the premises where items are assembled in such a condition that assembly can take place without delay or problems. The corresponding work shall be the responsibility of the customer or buyer and must be done in accordance with the specifications provided by Gaming Support. If and insofar as the customer or buyer does not discharge this obligation, Gaming Support may, at its discretion, perform all work or have it done and purchase all materials necessary to do so, in order to have the assembly done efficiently. All of this shall be for the account and risk of the customer or buyer.
- 11.3** In fulfilment of the obligation described in the previous paragraph, the customer or buyer shall ensure for his/its account and risk that:
- The premises intended for the assembly of the items are properly prepared, heated, illuminated and equipped with air conditioning, all of this in accordance with the Gaming Support specifications;
  - The Gaming Support personnel can begin their work as soon as they arrive at the assembly location and, furthermore, and have the opportunity and time to perform their work during normal working hours, and outside normal working hours if Gaming Support deems it necessary;
  - Suitable accommodation and/or facilities for the Gaming Support personnel present, as required by employment legislation;
  - The access roads to the assembly location are suitable for the transport of goods;
  - The necessary lockable storage places are available for materials / equipment, tools and other items;
  - The agreed assistants, auxiliary tools, auxiliary and operating materials are available on time and without cost;
  - The necessary items in good condition are available on site at the start and during the assembly;
  - All necessary safety and other precautionary measures are taken and maintained, which also should be shown in a written declaration by the customer or buyer, signifying that the premises where the items must be erected to assemble the specifications of Gaming Support, in particular with regard to the floor load and suitability of the building for the assembly and the use of the items.
- 11.4** If a delay occurs due to the non-compliance with one or more of the obligations listed in this article, the costs arising therefrom shall be borne by customer or buyer and the assembly time will be extended accordingly. In addition, Gaming Support has the right to (temporarily) abandon the assembly, if this is reasonable under individual circumstances, without prejudice to the obligation of customer or buyer to pay for the items delivered (for the assembly) and to bear the expenses.

**Article 12: Transport / risk**

- 12.1** If no further indication is provided to Gaming Support by the customer or buyer, the mode of transport, shipping, packaging etc is determined by Gaming Support in accordance with good business practice and without assuming any liability. Any specific wishes of the customer or buyer with regard to transport or shipping can only be carried out, if the customer or buyer declares in writing that he shall bear the additional costs thereof.
- 12.2** Even if carriage paid delivery has been agreed, the shipment of goods is always done for the account and risk of the customer or buyer, even when the carrier requires that the waybills, transport addresses, etc. include a clause that all transport damage/loss is for the account and risk of the sender.
- 12.3** Customer or buyer must be responsible for insuring all items during the transport. The transport is only insured by Gaming Support if the customer or buyer has expressly requested this on his/its behalf.

**Article 13: Warranty**

- 13.1** Items sold by Gaming Support never provide a warranty that is longer than the one that is granted by its own suppliers.
- 13.2** Gaming Support provides a warranty period only in writing. If no written warranty period is provided, then the warranty period expires 6 months after the date of delivery.
- 13.3** In all cases, every warranty on delivered items and/or services ceases to have effect:
- If no valid warranty certificate or purchase slip is submitted;
  - After expiry of the warranty period provided exclusively in writing by Gaming Support, and if no written warranty period is provided, then after expiry of the valid warranty period in accordance with Article 13, paragraph 2; the warranty period runs for 6 months after the date of delivery;
  - If work on the delivered items is or will be performed by others than Gaming Support or persons designated by Gaming Support;
  - If defects on the delivered items are the result of negligence or improper use by the customer or buyer, the employees thereof or any other persons employed by them or on their behalf;
  - If the customer or buyer, their employees or any other persons employed by them or on their behalf, do not use the delivered items in accordance with the agreed or intended use;
  - If the defects originate or are the result of faulty materials or services, which were provided by the customer or buyer, their employees or other persons employed by them or on their behalf, for the benefit of the (end) products and/or services delivered by Gaming Support, and/or were installed, removed or are in any other way related to the delivered items.

**Article 14: Liability**

- 14.1** Customer or buyer shall indemnify Gaming Support and its personnel, or persons employed by or on behalf of Gaming Support, against all claims from third parties for compensation of any damage/loss suffered by third parties, caused by or otherwise connected with the items are services delivered by Gaming Support. Gaming Support excludes liability for indirect loss or damage, including consequential loss or damage, lost profits, lost savings and loss or damage through business interruption.
- 14.2** Notwithstanding the liability of Gaming Support pursuant to mandatory statutory provisions and generally prevailing rules of reasonableness and fairness, Gaming Support is not liable for costs, damages and interest that might arise as direct or indirect consequence of:
- A non-attributable failure to perform, as further described in Article 15 of these General Terms and Conditions;
  - Acts or omissions by the customer or buyer, their employees, or other persons employed by them or on their behalf;
  - Errors and/or defects in a design, which were not noticed by customer or buyer when approving said design.
- 14.3** The liability of Gaming Support never extends beyond that provided by its suppliers.
- 14.4** Without prejudice to the provisions in Article 12 of the General Terms and Conditions, Gaming Support is not liable for damage/loss to the items delivered by it, for which it did not provide the transport.
- 14.5** Gaming Support is not liable for improper and/or incorrect installation by third parties, of items delivered by Gaming Support.
- 14.6** Gaming Support is not liable for damage and defects that occur as a result of improper and/or incorrect use of the delivered items.
- 14.7** Any liability of Gaming Support is always limited to the amount that would be paid out in a given case under its own insurance policy. If the liability of Gaming Support does not come under the coverage described in the insurance, then its liability is limited to the sum of €5,000, or to an amount that is two times the amount of the invoice relating to the delivery or service that gave rise to the liability, depending on which amount is the highest, in which case the highest amount will apply.

**Article 15: Non-attributable failure to perform; force majeure**

- 15.1** By a non-attributable failure to perform is meant: a failure that is not to be blamed on Gaming Support and yet pursuant to the law, judicial act or according to generally accepted social standards should be its responsibility. Causes of non-attributable failures include industrial action, excessive absenteeism by the Gaming Support personnel, transport difficulties, extreme weather conditions, fire, government measures, including in every case import and export bans, quota restrictions and breakdowns/business interruptions at Gaming Support or at its suppliers, as well as an attributable failure by its suppliers, whereby Gaming Support cannot/no longer fulfill its obligations vis-à-vis customer or buyer.
- 15.2** If in the opinion of Gaming Support, the cause of the non-attributable failure will be of a temporary nature, then it has the right to suspend the execution of the contract until the incident that caused the failure to perform no longer exists.
- 15.3** If the cause of the non-attributable failure to perform is of a permanent nature, then parties can reach a settlement on the dissolution of the contract and the consequences connected therewith.
- 15.4** Gaming Support is entitled to demand payment with respect to the services/performances that were provided in the execution of the contract with customer or buyer, before the emergence of a situation as referred to in this article.
- 15.5** Gaming Support is also entitled to invoke a non-attributable failure to perform, if the circumstances that caused the non-attributable failure to perform started after items/goods and/or services should have been delivered by Gaming Support.

**Article 16: Complaints**

- 16.1** With delivery of the items supplied by Gaming Support, the customer or buyer must make sure of the condition that the items are in, and/or that the delivered items comply with what is set out in the contract, as referred to in Article 5 of the General Terms and Conditions. If in so doing it emerges that there is damage caused to the goods, then the customer or buyer must immediately take all measures to obtain compensation from the carrier. If it turns out that the delivered items do not comply with what is set out in the contract, as referred to earlier in this paragraph, the customer or buyer must report this to Gaming Support in writing.
- 16.2** Any complaints will only be considered by Gaming Support if they have reached it (directly) in writing within eight working days after delivery of the items, including an exact indication of the nature and grounds of the complaints. Complaints regarding hidden defects must be made known and sent to Gaming Support by registered letter within eight days after the customer or buyer could have reasonably discovered the defect, but within at the most six months after the date of delivery.
- 16.3** Complaints about invoices must also be submitted in writing and within eight days after the dispatch date of the invoices.
- 16.4** Gaming Support must be put in a position to examine submitted complaints.
- 16.5** If the complaint is justified in the opinion of Gaming Support, it will, at its discretion, either replace or repair the items without refund of the purchase price, or accept a return of the items back with refund of the purchase price.

**Article 17: Return Shipments**

- 17.1** Return shipments that have not received prior written consent from Gaming Support will, at the discretion of Gaming Support, either be refused or stored at sender's expense and risk.
- 17.2** For items sent back, the handling costs etc. that arise will be charged, with a minimum of 15% of the invoice value of the items.

**Article 18: Intellectual property**

- 18.1** Gaming Support reserves all intellectual property rights to all designs, illustrations, drawings, samples, models etc it provides. Reproduction, publication/disclosure and copying in any way, is only permitted with the express prior written consent of Gaming Support.
- 18.2** The designs, illustrations, drawings, samples, models etc referred to in the first paragraph, remain the inalienable property of Gaming Support and must be returned upon first request.
- 18.3** Gaming Support is allowed to take technical measures to protect the software. If Gaming Support has secured the software by means of technical protection, the customer or buyer is not permitted to remove, avoid or otherwise eliminate this protection.
- 18.4** For every transaction carried out in violation of this provision, the customer or buyer will owe a fixed penalty of €50,000, increased by €5,000 a day for each day that a violation continues and without prejudice to the right of Gaming Sport to claim full compensation.

**Article 19: Retention of title**

- 19.1** Unless otherwise expressly to the contrary agreed in writing, all potentially detachable and/or residual materials are property of Gaming Support.
- 19.2** All items delivered by Gaming Support remain its property, until the customer or buyer has completely fulfilled all demands regarding the delivered items and regarding the items still to be delivered by Gaming Support, as well as regarding the work performed or to be performed pursuant to this contract for the benefit of customer or buyer, as well as all demands owing to the failure to perform such contracts. The risk relating to the delivered items already passes to the customer or buyer at the moment of delivery.
- 19.3** In the event of non-payment of a due and payable amount, suspension of payment, petition for a moratorium on payments, bankruptcy, placement under guardianship, death or liquidation of the customer's or buyers business(es)/affairs, Gaming Support shall be entitled to cancel the order or the part thereof that still has to be delivered and to demand the return to its ownership the part that may have been delivered, yet not or not fully paid without notice of default and without intervention of the courts, however without prejudice to its rights to demand compensation for any loss or damage. In these cases, every claim that Gaming Support has against customer or buyer is fully and immediately payable. The costs for the recovery or repossession shall be borne by customer or buyer.
- 19.4** The items can be resold or used by a customer or buyer within the context of their normal course of business, however they may not be given as collateral nor provided as security for a claim of a third party.

**Article 20: Payment**

- 20.1** Payment of the invoice amounts must always be made in full within 14 days after the date of invoice, unless expressly agreed otherwise in writing. The payment is only recognised as such if it is made with proper cash receipt, and if this can be shown when the transfer to the account with mention of the invoice number or the reasons for the payment is credited to the bank or giro account of Gaming Support.
- 20.2** Gaming Support has the right, prior to the start and even during the execution of the contract, to ask customer or buyer for advance payment of the invoiced amounts. At the start of the contract, Gaming Support can request that a maximum amount equal to 100% of agreed price be paid in advance, and in the event of an advance payment during the execution of the contract, this maximum is an amount equal to 4/5th of the agreed price. The requested advance payment shall never be to more than the amount equal to the agreed price.
- 20.3** If the customer or buyer remains in default with payment of the amount referred to in paragraph 2, Gaming Support has the right to stop work until such time the requested payment is made to Gaming Support, without prejudice to the right of Gaming Support to a reimbursement of costs, damages and interest.
- 20.4** Repairs, including the parts and materials used therefore, must always be paid in cash at delivery. This also includes the work and extra materials stemming from (once more) providing, installing, removing or anything else relating to the delivered goods/items and/or services, for which customer or buyer is indemnified by virtue of the warranty by the suppliers of Gaming Support.
- 20.5** In cases where the customer or buyer:
- Is in a state of bankruptcy, proceeds to composition, petitions a moratorium on payments or all or part of his property is seized;
  - Is deceased or placed under guardianship;
  - Does not fulfil an obligation he is subject to under the force of law or these conditions;
  - Fails to pay an invoiced amount or a part thereof within the allotted time;
  - Proceeds to discontinuation or transfer, direct or not, of his company or a major part thereof, including the transfer/incorporation of his company into a company to be set up or already existing, or proceeds to changing the object of his company;
- then Gaming Support, through the simple occurrence of one of the aforementioned situations, has either the right to dissolve the contract with no notice of default or intervention by the courts being required, or to demand immediate payment of any amount that may be owed by the customer or buyer on the basis of the corresponding deliveries by Gaming Support, and this without any reminder or notification of default, all this without prejudice to the right of Gaming Support to demand compensation of costs, damages and interests.

**Article 21: Leniency**

- 21.1** If Gaming Support could not always and immediately make use of all rights belonging to it in a specific case under these General Terms and Conditions, this does not prejudice a later exercise of such rights by Gaming Support in applicable cases, nor that it will be required to show similar leniency later on.

**Article 22: Interest and costs**

- 22.1** If payment has not been made within the period mentioned in Article 20, then the customer or buyer is in default ipso jure and, as of the date of invoice, owes 1.5% per month (or a part thereof) on the still unsettled amount.
- 22.2** All court and out-of-court costs, which are incurred by Gaming Support in connection with the still to be obtained payment from the customer or buyer, shall be borne by the customer or buyer. The costs for out-of-court debt collection amount to at least 15% of the amount owned by the customer or buyer, including aforementioned interest, with a minimum of €100.

**Article 23: Applicable Law**

- 23.1** All offers, contracts and the performance thereof are governed exclusively by the laws of the Netherlands.

**Article 24: Disputes**

- 24.1** All disputes, including those that are only seen as such by one party, which arise from or are in connection with the contract to which the General Terms and Conditions apply, including these General Terms and Conditions themselves, shall be decided by Court in Rotterdam, insofar as permitted under the statutory regulations.
- 24.2** The provisions in the previous paragraph do not prejudice the right of Gaming Support to submit a dispute to the competent civil court, in accordance with the normal rules of juris dictum.

**Article 25: Translation of the General Terms and Conditions**

- 25.1** If the General Terms and Conditions are translated, the Dutch text shall prevail over the translated text.