



**GENERAL TERMS AND CONDITIONS for Customers of the CubeSatShop  
ISIS - Innovative Solutions In Space BV, Delft, The Netherlands**

**Article 1: General**

1.1 Welcome to the CubeSatShop Website ("CubeSatShop"). The following General Terms and Conditions for Customers of the CubeSatShop ("Terms and Conditions") shall govern your order of items featured on the CubeSatShop, as will be supplied to you by ISIS-Innovative Solutions in Space BV ("ISIS"). Please read them carefully.

Please note that these CubeSatShop Terms and Conditions do not alter any other general terms and conditions or other agreements that you may have with ISIS and/or its affiliates. The term '*Customer*' shall refer to a natural person or legal entity for which ISIS provides services or products;

1.2 These Terms and Conditions apply to and govern all offers formed between ISIS and the Customer, with respect to the CubeSatShop..

1.3 There may be no dismissal of, or deviation from these Terms and Conditions, unless both parties have expressly agreed on a departure from these Terms and Conditions in writing, and unless otherwise stated, any departure will be valid only for the specific articles identified in the agreement. If any provision of these Terms and Conditions is invalid or invalidated, all other provisions in these Terms and Conditions will remain fully in force;

**Article 2: Offers and Orders**

2.1 ISIS does its best to provide the Customer with an accurate offer, based on the Customer's needs, market price, availability of certain items and components and procedures related to delivery. Therefore, the offer concludes the estimation made by ISIS with respect to the relevant order, and thus, shall not be binding upon ISIS. The offer may be valid for a limited period of time as may be specified.

2.2 Following the receipt of the offer, the Customer shall transmit to ISIS a written purchase order. ISIS shall respond to the latter with a written and signed confirmation of the purchase order. In the event the scope of the purchase order or its complexity will require, ISIS shall transmit the Customer an agreement, made between ISIS and the Customer as an alternative to the confirmation of the purchase order. Such agreement shall come into force upon signatures by both parties. Any change or supplementation to such agreement is binding upon ISIS only after this has been established in writing and signed by the parties;

2.3 ISIS is obligated to put its best effort in the realisation of the Customer's expected result, however, ISIS cannot guarantee the realisation of the expected result;

2.4 Offers made by ISIS may include designs, drawings, samples, descriptions, images, etc. These items remain the property of ISIS or its suppliers and must be returned to ISIS if so requested. The materials may not be distributed to third parties without expressed written approval from ISIS.

Furthermore, ISIS and its suppliers will maintain all intellectual and industrial property rights in and to these items.

2.5 Some of the items featured on the CubeSatShop may not be available in your country. ISIS will notify the Customer of any foreseen restrictions related to the supply of the item, including, if applicable, the need to obtain permits or licences in order to export the item.

In such case that permits, licences or any other approval is required, ISIS will notify the Customer and will communicate an updated supply time based on ISIS' estimations. The Customer has to be aware that in such cases the supply of the item may be delayed due to governmental authorities' actions, in the EU or in any other state or territory. ISIS will not be liable for such actions and will not be in violation with respect to these Terms and Conditions as such actions may cause a change in supply time, costs, supply procedures or any other agreed term. ISIS will notify the Customer in case additional costs will be associated with the supply of the item due to such governmental actions or restrictions.

### **Article 3: Term and Termination**

3.1 An order is considered to be fulfilled, or the agreement terminated where applicable, when all work, the exchange of information, documents, products and other material issues, are concluded, with the approval of both parties, providing that the Customer has fulfilled all payment obligations under the confirmation of the purchase order or agreement;

3.2 A purchase order may be terminated by both parties, by means of a written notice to the other party within 5 (five) days from the date of the confirmation of the purchase order;

3.3 ISIS has the right to terminate a purchase order or an agreement immediately without a notice of default or judicial mediation in the event of winding-up, bankruptcy, or suspension of payment of the Customer.

The Customer has no right to any compensation in the case of these events.

3.4 The obligations and provisions of articles 7 and 8 to these Terms and Conditions shall survive the termination of the order/agreement and shall remain in force.

### **Article 4: Price**

All prices stated in the offer are given in Euros and excluding VAT, packaging, shipping cost and other remaining costs, unless expressly agreed otherwise and stated in writing.

### **Article 5: Payment**

5.1 Payment must be made in Euros and at the latest 30 days after the billing date, unless expressly agreed by the parties and stated otherwise in writing. In case of payment by bank or wire transfer, the credit date of ISIS' bank account serves as the day of payment;

5.2 ISIS is entitled to bill the Customer on a regular basis for work that has been done. In addition, ISIS may require a partial down payment or guarantee for payment up to the total price in the offer. Invoices are mailed to the Customer address unless agreed otherwise;

5.3 If down payment is not provided in a timely manner or if the payment guarantees are not provided in a timely manner, ISIS has the right to suspend the commencement of its activities, to suspend continuation of work already commenced, or to suspend delivery of any products, information, or documents to the Customer. ISIS will inform the Customer when payment is not provided on time, and will resume the activities once the down payment or guarantees have been provided;

5.4 If the Customer fails to pay within the period stated in article 5.1 above or this article, and after being notified by ISIS of his default, he is obliged to pay both the legal interest from the day after the payment term expires, as well as any non-judicial costs incurred by ISIS in the collection of payment;

5.5 If the agreement with ISIS is made with more than one party, all Customers are personally liable for their fulfilment of their obligations as described in this article 5, unless specifically stated and agreed otherwise in writing.

### **Article 6: Delivery**

6.1 The period of delivery provided by ISIS in offers or agreements made becomes active either; upon the day the agreement enters into force, or, upon confirmation of the order, provided that all materials, information and other goods that are required by ISIS from the

Customer in order to commence with the activities in the confirmation of the purchase order or agreement have been delivered by the Customer. An agreed delivery time or time period shall be indicative rather than binding, unless expressly agreed otherwise and stated in writing.

6.2 If however, the agreement between ISIS and the Customer specifically states a fine or penalty for untimely delivery of services or goods, ISIS shall be exempted from these fines or penalties if the delivery time is exceeded due to conditions of Force Majeure, as provided for in article 11 of these Terms and Conditions;

6.3 Unless the Customer arranges for shipping independently from ISIS, ISIS will select a shipping agent for the transport of goods and documents, at the expense and risk of the Customer;

6.4 If the Customer requests a deviation from standard delivery procedures, ISIS may charge the customer for any additional expenses incurred in the arrangement of delivery;

6.5 If partial deliveries are made within an agreement, ISIS has the right to consider each delivery as an independent transaction;

6.6 When required, ISIS shall return goods delivered to ISIS in order to complete the agreed activities within one month after termination of the agreement, at the expense and under the Customer's risk and liability, unless expressly agreed and stated otherwise in writing;

6.7 ISIS has the right to keep in its possession data, equipment, and/or other goods, owned or partly owned by the Customer, as long as the Customer fails to fulfil its obligations under the agreement, order, and/or these Terms and Conditions.

## **Article 7: Confidentiality**

7.1 ISIS is obliged to hold confidential all information provided by the Customer for a maximum period of two years. This confidentiality clause does not apply to:

- a. Information that is already in the possession of ISIS at the time such information is made available to ISIS by the Customer,
- b. Information in the public domain at the time information is made available to ISIS by the Customer,
- c. Information legitimately acquired by ISIS from third parties,
- d. Information that enters into the public domain, by means other than of illegitimate actions by ISIS, after the date it was made available to ISIS,
- e. Disclosure between ISIS and the relevant supplier which has to get the information in order to supply the ordered items.

7.2 All parties involved in the agreement shall take all reasonable measures to maintain the confidentiality of confidential information, or information that appears to be confidential provided by any of the parties;

7.3 The obligation upon ISIS to uphold confidentiality does not apply if and as far as this may be contrary to any applicable law;

7.4 Additionally, the obligation upon ISIS to uphold confidentiality does not apply in the event that this may result in danger for persons, materials, the environment or to public health. ISIS will inform the Customer if risk of such a danger is identified;

7.5 All information exchanged, all documents, and all goods made available within the scope of the order, including those that are not specified as confidential, are and shall remain the property of the supplying party. Such materials will be returned to that party immediately on termination provided that party had requested so..

## **Article 8: Intellectual Property**

8.1 Unless specific agreements have been made and have been put down in writing, especially with respect to specific applications targeted by the product or services, all copyrights as well as any other right in intellectual or industrial property in knowledge and information generated by ISIS or its suppliers, irrespective of whether property or information is generated within the work area or timeframe of the offer, is owned exclusively by ISIS or its suppliers;

8.2 The Customer will hold user rights to all the knowledge and information required for the realisation, commercialisation, or utilisation of the outputs agreed in the offer or order.

## **Article 9: Right to reclaim and guarantees for delivered goods**

9.1 The Customer is responsible for the correctness and completeness of the information provided to ISIS; ISIS shall not be liable for any damage or incompatibility in case that the Customer provided incorrect information.

9.2 Customer complaints related to faults in delivered goods must be reported by the Customer to ISIS within 10 days after delivery, or within 10 days after the invoice date. It shall include a clear and specific description of the complaint and with reference to the invoice applicable to the faulty goods. The Customer is obliged to perform a timely and thorough inspection.

9.3 Faults that were not externally perceptible, due to the fact that they would not appear during a timely and thorough inspection, must be reported to ISIS by the Customer immediately after the fault has been noticed by the Customer, in the manner described in article 9.2; The rights to remedy the faults or to reclaim any sums paid with connection to the goods will be subject to the terms stated in the manufacturer's warranty, and may change from one item to another.

9.4 Any Customer right to reclaim from ISIS related to faults in goods provided by ISIS expires if:

- a) The faults are not reported to ISIS within the terms or in the manner indicated in 9.2 and 9.3 of this article;
- b) The Customer does not provide ISIS with sufficient support in the investigation into the foundations of the complaint;
- c) The application and use of faulty goods that are the subject of complaints is continued by the Customer;
- d) The guarantee stated in the offer/confirmation of the purchase order/agreement has expired, or, if such a provision is not provided for, when the complaints are first expressed after a period of 3 months from the delivery of the goods.
- e) The Customer makes incorrect use of the goods or a use which is not in line with the manufacturer's warranty.

## **Article 10: Liability**

10.1 ISIS and persons involved on behalf of ISIS in the completion of the agreed activities are not liable for damages suffered by the Customer related to the execution of these activities, unless such damages are the result of gross negligence on the part of ISIS or persons involved by ISIS on its behalf. This also applies to any damages suffered by application or use, or by any other means related to goods and information delivered by ISIS to the Customer.

10.2 Damages refer to damages resulting from death or physical injuries, and material damages as well as indirect or consequential damages or damage resulting from economic loss or lack of profit, sustained by whatever means;

10.3 With respect to articles 10.1 and 10.2, ISIS shall not in any case be held liable for an amount of compensation higher than the total amount the Customer is charged in the confirmation of the purchase order or agreement..

10.4 ISIS shall not be liable for damages of any kind, and the Customer shall protect ISIS against all claims made by third parties which relate to damages suffered by third parties of any kind, that derives from the use and application in any way relating to the goods and information delivered by ISIS to the customer, unless such damages result from gross negligence by ISIS.

10.5 In respect of third parties, ISIS shall not be liable for damages of any kind and the Customer shall protect ISIS against all claims made by third parties which result from damages suffered by these third parties of any kind, following a violation of the rights of third parties in and under the laws of any jurisdiction, as a result of application of the delivered information by ISIS;

10.6 In respect of goods delivered by ISIS, the Customer can only claim compensation or damages, or have a right to reclaim, if such a claim cannot be made against third parties (e.g. manufacturer);

10.7 Provided that ISIS has declared the basis of a claim to be well-founded and related to the quality of the delivered goods, when the Customer makes a claim in respect of delivered goods, ISIS may choose at its sole discretion one of the following forms of remedies:

- a) Free repair of the faulty goods;
- b) Delivery of replacement goods or parts, after consignment of the faulty goods or parts;
- c) Refund of the received purchase price or crediting of the invoice sent to the Customer, along with the termination of the particular agreement without judicial mediation, as far as the purchase price, invoice, and agreement apply to the faulty good(s).

10.8 If the Customer has performed or ordered the performance of any repairs and/or modifications to the delivered goods without express consent in writing from ISIS, all obligations upon ISIS in respect of guarantees will expire.

10.9 The Customer may not, unless there is a claim based on the condition of the goods, or in the case that such goods are not supplied to agreed specification, return any goods to ISIS. If return of such goods does occur, all expenses related to the return shall be paid by the Customer.

### **Article 11: Force Majeure**

ISIS shall not be liable for any damage, delay or failure in performance under these Terms and Conditions caused by any contingency beyond its reasonable control ('a Force Majeure event'). This may include ISIS late delivery or failure to deliver to the Customer. A Force Majeure event may include; extreme environmental conditions, whether caused by natural circumstances or by man, unrest or hostilities of whatever kind, blockades, boycotts, disasters, epidemics, material scarcity, suspension or refusal of transportation and shipping, suspension or refusal of any governmental body to grant approvals or licences, such as but not limited to export licences, unexpected governmental interference and/or restrictions, change of laws and/or regulations, as well as any other circumstances that prevent the normal execution of the activities of ISIS and/or its relevant suppliers. In the event that ISIS is precluded from the fulfilment of obligations under these Terms and Conditions, ISIS may consider unfulfilled obligations or activities terminated, or suspended for a definite or indefinite period of time.

### **Article 12: Applicable Law and disputes**

12.1 All legal relationships, transactions and agreements between the parties shall be governed by and construed in accordance with the laws of The Netherlands.

12.2 The sole jurisdiction and venue for any disputes that may arise under or in relation to these Terms and Conditions with ISIS shall be courts located in The Netherlands;

12.3 If a dispute arises between the parties regarding the formulation or interpretation of these Terms and Conditions; the delivery or failure to deliver services or products under the above provisions; or any other dispute between the parties, each party shall endeavour, using their best efforts, to settle this dispute amicably by means of negotiations, prior to referring the matter to court.

### **Article 13: Revision of the Terms and Conditions**

13.1 These Terms and Conditions may be revised by ISIS. The publication date of these terms conditions shall be from the date upon which these Terms and Conditions are in force;

13.2 From the date of publication, revised Terms and Conditions apply to any offers and arrangements yet to have been made by ISIS.

### **Article 14: Final Provisions**

14.1 Deviation from these general Terms and Conditions is only possible when both parties agree to do so in writing;

14.2 These Terms and Conditions shall enter into force from 11/11/2011.

ISIS – Innovative Solutions In Space BV, Delft, The Netherlands.