VusionGroup

Standard Terms and Conditions
VusionGroup

Last Update: June 2025

Preamble

VusionGroup SA, 55 Place Nelson Mandela, 92024 Nanterre, FRANCE, ("**VusionGroup**"), acting on its behalf and on behalf of its Affiliates, is a world leader digital solutions specialist for physical retail and retail IoT technology. The given Standard Terms and Conditions ("**Conditions**") serve as legal basis for any contracts concluded between VusionGroup and its customers in B2B-relationships relating to the sale and delivery of hardware and/or software products by VusionGroup to the customers. The present Standard Terms and Conditions consist in the present provisions hereinafter and any online contractual terms, conditions and policies referenced in or linked via any of the foregoing including all successor URLs. The Conditions in their current version are available on the Website (as defined below).

Article 1
Definitions

Affiliate: Means, when used with reference to a specified person, any other person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or id under common control with, such specified person, where "control" (including the terms "controlling", "controlled by" and "under common control with") shall mean the direct or indirect power to direct or cause the direction of the management and policies of an entity, through ownership of more than fifty percent (50%) of the share capital or of voting rights.

Confidential Information: any information and physical material not generally known or available to the public provided by or related to a Party which may be disclosed or entrusted by either Party (the "Disclosing Party") to the other Party orally or in writing, that has been identified as confidential and/or proprietary or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential. This includes but is not limited to: information relating to products, services, or technology of the Disclosing Party or the Disclosing Party's business (including without limitation, software, computer programs, code, APIs, algorithms, schematics, data know-how, processes, developments, ideas, inventions (whether patentable or not), copyrights, any other property rights and information (whether registered or unregistered), names and expertise of employees and consultants, and other technical business, financial, and product development plans, forecasts, pricing methodologies, strategies and information).

Contract: The legal relationship between VusionGroup and the Customer, based on the present Conditions, relating to the sale and delivery by VusionGroup of any Product to the Customer.

Customer: Any natural or legal person in a business relationship with VusionGroup based on the present Conditions.

Customer Portal: Refers to the customer site available at the following link: https://portal.my.vusion.com/.

Documentation: Text and/or graphical documents, whether in electronic or printed format, that describe the features, functions and operation of the Software, which materials are designed to facilitate use of the Software which are provided by VusionGroup to the Customer in accordance with these Conditions.

Force Majeure Event: Any unforeseeable event outside the sphere and control of VusionGroup. An event shall be deemed unforeseeable if it could not be foreseen by a diligent person or if VusionGroup did not foresee it merely due to slight negligence.

Intellectual Property: All ideas, inventions, designs, methods, developments, procedures, innovations, improvements, (computer) programs, software, processes, trains of thought, systems, documentation, construction documents and the like (including related know-how) and all (domestic and foreign) patent rights, trademark rights, rights to industrial designs and utility models, copyrights, integrated circuit layout design protection rights and other industrial property rights and legally protected intellectual property rights of any kind and all registrations and notifications made in connection with such rights.

Price List: The VusionGroup standard price list for each Product, as amended from time to time, which is available upon request.

Product/Product Range: A product from the Product Range. Product Range shall include all hardware conceived, developed, marketed, distributed and/or sold by VusionGroup (individually or jointly with others).

Software: Programs and application program interface (API), including but not limited to cloud platforms solutions, licensed by VusionGroup to the Customer. The Software may include any other software programs needed for its functioning.

Website: VusionGroup website, available at www.vusion.com and appertaining subdomains.

Article 2
Applicability of these Conditions

(1) These Conditions, as amended from time to time, shall govern the legal and economic framework conditions of any Contract concluded between VusionGroup and the Customer.

(2) The general terms and conditions or purchasing terms and conditions of a Customer shall not be applicable to any Contract unless accepted in writing by VusionGroup on a case-by-case basis.

(3) If the terms and conditions (including definitions) of a specific contract concluded between VusionGroup and a Customer are inconsistent with the provisions contained in these Conditions, the provisions of the relevant contract will prevail.

(4) These Conditions are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Conditions or any Contract.

Article 3
Conclusion of a Contract

(1) A Contract shall come into existence only upon acceptance by VusionGroup of a binding offer made by the Customer in accordance with these Conditions.

(2) The Customer makes a binding offer by placing a written order with VusionGroup. Such order shall include the following items (if applicable):

   a. type of Product to be delivered;

   b. number of Product units to be delivered.

(3) Any offer by VusionGroup relating to a Product (be it by way of the website, promotions, flyers, Customer portal or otherwise) shall be non-binding and shall merely constitute an invitation to make an offer (*invitatio ad offerendum*). The binding offer is always made by the Customer.

(4) Any Contract concluded by and between VusionGroup and any Customer shall be governed by the given Conditions. Consequently, any order by the Customer in relation to a Product shall in each case be deemed to (i) have been placed exclusively based on and subject to the provisions contained herein and (ii) include the given Conditions. When a Product is ordered by the Customer, this shall be considered to imply acceptance by the Customer of these Conditions.

(5) Acceptance by VusionGroup of any order/offer must be given in writing. In its written acceptance of the Customer's respective order/offer, VusionGroup shall specify a delivery/performance period for the relevant Contract. The lead times provided either in order confirmation or in catalogue are given as estimation and shall not be binding for VusionGroup, and shall not apply to non-standard Products. VusionGroup shall do its best efforts to ensure delivery in time but shall not be held liable for delivery occurring after the estimated delivery date as defined in the purchase order.

(6) Unless expressly agreed by VusionGroup, in no event (and even in case of late delivery) shall the Customer be authorized to cancel an order that has been accepted by VusionGroup.

(7) Without prejudice to its other rights, VusionGroup shall be entitled to decline acceptance of any order/offer made by the Customer without cause at its free discretion.

(8) Any changes to an order/offer (be it with regard to the order volume, the type of Products to be delivered, delivery information, etc.) shall require the prior written acceptance by VusionGroup and may be subject to invoicing of fees by VusionGroup.

Article 4
Subject Matter of a Contract

The Products to be delivered by VusionGroup to the Customer under any Contract shall in each case be determined on grounds of the relevant binding order/offer duly accepted by VusionGroup in writing, as amended – as the case may be – by mutual written consent of the parties and subject to the provisions of the given Conditions.

Article 5
Prices, Payment and Delivery

(1) The consideration payable to VusionGroup under a Contract with regard to any Product shall be derived from and assessed on grounds of the Price List for the relevant Product in its current version at the time of placement of the relevant order/offer by the Customer.

(2) Unless agreed otherwise by the parties in writing, for orders above ten thousand euros (10,000 €), the Customer shall make a down payment of thirty percent (30%) of the total consideration payable under the relevant Contract upon receipt of the written acceptance by VusionGroup of its respective order/offer. The Products will not be shipped to Customer until VusionGroup has received payment of the down payment. The remaining consideration shall be paid by the Customer within thirty (30) days from issuance of a respective written invoice by VusionGroup.

(3) In the event that the Customer does not pay any amount due within the deadline set forth above, VusionGroup will have the right to suspend any of the Software services and/or the delivery of Products and to charge a late fee on any unpaid amounts, at the highest amount permitted by law, or the current rate applied by the European Central Bank plus 10 points, or the highest amount permitted by law, whichever is higher. VusionGroup is also entitled to obtain from the Customer, as a minimum, a fixed sum of 40 € per late invoice, as compensation for recovery costs.

(4) In the event of recurring late payment, VusionGroup reserves the right to require for future orders immediate payment for the whole consideration payable under a purchase order upon receipt of the written acceptance by VusionGroup.

(5) All amounts due shall be paid by the Customer in full without any deduction or withholding and the Customer shall not assert any set-off or counterclaim against VusionGroup to justify withholding payment under any Contract in whole or in part.

(6) Delivery/Transfer of risk and ownership:

   a. Force Majeure Events rendering the timely fulfilment of VusionGroup's obligations under a Contract impossible or seriously hampering performance by VusionGroup under a Contract shall entitle VusionGroup to postpone performance of its respective obligations for the duration of such impediment plus a reasonable ramp-up period.

   b. Applicable shipment costs are not included in the Price List for each Product. The Customer shall be obliged to bear the shipment costs reasonably incurred in connection with the delivery of any Product to the Customer.

   c. The applicable Incoterms shall be DAP as indicated in the quotation. FCA Incoterm shall only be applicable if the Customer picks-up the Products from VusionGroup Asian warehouse or EU warehouse.

   d. The place of delivery for any Product shall be the corporate seat of the Customer unless agreed otherwise by the parties in writing.

e. The risk of damage to or loss of hardware Products shall transfer to the Customer when such hardware Products are delivered to the Customer. The Customer accepts transport and delivery of the Products by any authorised postal or courier service.

f. Delivery in instalments shall be accepted by the Customer unless agreed otherwise by the parties in writing. In case of partial delivery, the present Conditions shall be applicable to each part delivery.

g. The Customer acknowledges that VusionGroup shall have no responsibility nor obligation to take back the Products from the Customer should the Customer make an error in its order.

h. If the Customer fails to accept delivery of any Product in due time without a justified legal cause, the Customer shall compensate VusionGroup for any damages and losses resulting therefrom.

i. Ownership of hardware Products delivered under any Contract shall transfer to the Customer when such Products are considered delivered to the Customer according to the applicable Incoterm.

Article 6
Inspection of Products

(1) The inspection obligations shall apply to the delivery of any Product. Therefore, upon delivery of a Product, the Customer shall immediately check appearance of the packaging and the delivered quantity (number of pallets). Notice of any damage or missing quantities of Products must be given electronically by e-mail to VusionGroup within two (2) calendar days from delivery.

(2) By accepting Products without quantity check and appearance check, the Customer waives its claims by reason of insufficient quantity, improper packaging, or visible damage of the Products.

(3) Any Product being non-functional ("**Dead on Arrival**") shall be notified to VusionGroup within a reasonable period, however not later than within fourteen (14) days after delivery of the relevant Product to the Customer. Following notification, VusionGroup will ship replacement Products and Customer shall ship Dead on Arrival Products to VusionGroup within 30 days following delivery of replacement Products.

Article 7
Obligations of the Customer

(1) The Customer shall use the Products in line with their respective Functional Description (see Article 8 para 2). It shall refrain from any actions causing an impairment of the functionality of the Products (e.g. use of non-compatible software, equipment etc.). VusionGroup does not assume liability for any losses or damages suffered by the Customer as a result of a violation of the obligations set forth in this paragraph.

(2) The Customer shall inform VusionGroup without undue delay of any circumstance which may have a legal impact on the proper fulfilment and execution by VusionGroup of any Contract, particularly any change in the Customer's company name, legal structure or address. If, due to the Customer's fault, it becomes impossible for VusionGroup to perform any of its obligations under a Contract, the Customer shall compensate VusionGroup for any relating damages and losses (including any potential dismantling costs).

(3) The Customer shall co-operate with VusionGroup in all matters relating to the fulfilment of VusionGroup obligations under any Contract and shall provide VusionGroup with such information, equipment and documentation (as far as available to the Customer) as VusionGroup may reasonably request to perform its relevant obligations. Further, the Customer shall ensure that any information and documentation provided to VusionGroup is accurate in all material respects.

(4) Imminent changes to the system parameters of the Customer's electronic infrastructure – as far as such changes are relevant for the fulfilment of a specific Contract – must be notified in due time before VusionGroup starts fulfilling its obligations under the relevant Contract.

(5) The Customer grants VusionGroup the right to include the Customer's company name, logo and/or brand in a partner- or reference-list and to disclose such list as well as general information regarding the existence of a business relationship between VusionGroup and the Customer to third parties.

(6) Any test data and test facilities requested by VusionGroup (upon its reasonable discretion) with regard to any Product delivered under any Contract shall be provided by the Customer in due time and at the Customer's own costs.

(7) The Customer shall, without prejudice to any other rights of VusionGroup hereunder, indemnify VusionGroup for any loss or damage suffered by VusionGroup as a result of the Customer's breach of its obligations pursuant to this Article 7.

(8) The Customer will reimburse VusionGroup for necessary travel expenses incurred by VusionGroup while performing the Contract ("**Travel Expenses**").

Article 8
Warranty

(1) The warranty period for any Hardware shall be twelve (12) months starting with the date of invoice of the Product to the Customer in case of direct purchase. The terms and conditions applicable to this warranty are available upon request or at: https://www.vusion.com/legal-knowledge-base/

(2) The features, technical applicability and conditions. of use of any Product sold by VusionGroup under any Contract are outlined in a functional description or data sheet which is available for each Product on the Customer Portal **("Functional Description").**

Article 9

Recycling

(1) As a generator of Waste from Electrical and Electronic Equipment ("WEEE") and a member of an approved eco-organization, VusionGroup can take care of the recycling of its Customers' ESLs.

(2) Following VusionGroup approval, and in order to benefit from these recycling services, the Customer must comply with the customer operating procedure regarding recycling („Customer Operation Procedure"). If the boxes sent by the Customer contain foreign and/or dangerous elements, the Customer acknowledges that VusionGroup is entitled to apply management fees, the amount of which is set in the Customer Operating Procedure. The Customer shall bear all costs and risks of transportation of the ESLs to our premises.

(3) The Customer acknowledges that by submitting to the process described in the Customer Operating Procedure and more particularly by filling and returning the ESLs take-back request form transmitted by our customer service, it transfers the ownership of its ESLs to VusionGroup for recycling without any payment nor compensation.

Article 10
Safety

(1) The Customer acknowledges, understands, and agrees that he shall manage the delivered Products and their components at its own risks and undertakes to comply with all applicable regulations and best practices regarding handling, storage, dismantling, transportation, recycling or disposal of such Products and their components.

(2) By purchasing lithium batteries from VusionGroup, the Customer assumes all risks associated with such products and should educate himself and its employees about the associated risks.

(3) VusionGroup cannot be held liable for the misuse or mishandling of Products and lithium batteries.

Article 11
Software license

VusionGroup Cloud Terms and Conditions ("Cloud Terms and Conditions") are applicable to the provision of Software license. Such Cloud Terms and Conditions are available at the following link: https://www.vusion.com/legal-knowledge-base/

Article 12
Disclaimers

(1) VusionGroup specifically disclaims all warranties, express or implied, including without limitation, warranties of merchantability, fitness for a particular purpose and non-infringement.

(2) The Customer shall not make any representations or warranties on behalf of VusionGroup.

Article 13
Support and Maintenance

Support and/or maintenance to be provided by VusionGroup to the Customer with regard to any Product sold or delivered under any Contract shall in each case be subject to the conclusion of a separate respective agreement between VusionGroup and the Customer.

Article 14
Liability

(1) Any liability of VusionGroup for indirect, special, exemplary, consequential or punitive damages of any kind or nature whatsoever, including without limitation loss of profits or revenues, loss of goodwill or any other commercial or economic loss, loss or corruption of data, shall be excluded, even if VusionGroup has been advised of the possibility of such damages.

(2) Subject to Article 14 para (1), the liability of VusionGroup for damages (except for personal injury and damages due to gross negligence or wilful misconduct) – if any – shall further be limited with the aggregate net consideration payable by the Customer under the relevant Contract under which the damages in question have arisen.

Article 15
Rescission/Termination of Contract

(1) VusionGroup shall be entitled to rescind or terminate, as the case may be, any Contract for good cause with immediate effect in the event that,

a. circumstances exist which clearly make it impossible for the Customer to properly fulfil its obligations under the relevant Contract over a prolonged period of time lasting not less than four weeks;

b. the Customer has violated its duties under the relevant Contract and has failed to rectify the lack of conformity in question within a maximum of fourteen (14) days of being requested to do so by VusionGroup;

c. the Customer has behaved in a way which makes a continuation of the relevant Contract unfeasible for VusionGroup; this is particularly the case if the Customer has intentionally caused damage or harm to VusionGroup or has at least attempted to do so (e.g. if the Customer has made agreements with third parties that are detrimental to VusionGroup, are contrary to accepted principles of morality (contra bonos mores) or violates principles of fair competition;

d. the Customer has directly or indirectly promised or given benefits that are contra bonos mores to members of VusionGroup corporate bodies who are involved with the conclusion or execution of the relevant Contract or has directly threatened them with disadvantages or caused them harm;

e. reasonable doubts concerning the identity, legal capacity, and/or legal person of the Customer or the power of representation of a natural or legal person acting on its behalf arise;

f. the Customer is unable to pay its debts as they fall due, passes a resolution for winding up (other than for the purposes of a solvent amalgamation or reconstruction) or if a court of competent jurisdiction makes an order to that effect;

g. the Customer enters into liquidation or otherwise ceases to carry on business or an analogous event occurs to the Customer in any jurisdiction.

(2) In case VusionGroup rescinds a Contract for good cause, the Customer shall return all benefits conferred upon the Customer under the rescinded Contract to VusionGroup and put VusionGroup in a position as if such Contract had never been concluded. Further, the Customer shall pay adequate user charges in case it has already used the Products delivered under the rescinded Contract.

(3) In case VusionGroup terminates a Contract for good cause, the Customer shall compensate VusionGroup for any damages and losses resulting from such termination.

Article 16
Intellectual Property Rights

(1) Except as expressly stated herein, no rights or licenses are granted or deemed granted to the Customer under any of VusionGroup intellectual property including but not limited to technology contained within the Products, patents, trademarks, know-how, VusionGroup name, logos and any other proprietary information or technology of VusionGroup (hereafter "Intellectual Property"). The Customer recognizes that VusionGroup is the sole owner thereof, and the Customer covenants that it will not take any action, which might prejudice or adversely affect the validity or VusionGroup ownership of the Intellectual Property.

(2) VusionGroup agrees to indemnify, defend and hold the Customer harmless from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim by any third party that the Products infringe or misappropriate, as applicable, such third party's patents issued, or copyrights, trademarks or trade secret rights recognized under applicable laws of any jurisdiction provided that the Customer notifies VusionGroup within ten (10) calendar days in writing of the claim, cooperates with VusionGroup, and allows VusionGroup sole authority to control the defence and settlement of such claim, provided that VusionGroup will not settle any third-party claim against the Customer unless such settlement completely and forever releases the Customer from all liability with respect to such claim or unless the Customer consents to such settlement, and further provided that the Customer will have the right, at its option and sole expense, to participate in the defence of such claim thereof by counsel of its own choice and expense.

(3) If such a claim is made or threatened, VusionGroup shall, at its sole discretion, enable the Customer to continue to use the Products, or to modify or replace any such infringing material to make it non-infringing. If VusionGroup determines that none of these alternatives is reasonably available, the Customer shall, upon written request from VusionGroup, cease use of, and, if applicable, return, such Products as are the subject of the infringement claim.

Article 17
Confidentiality

(1) The Parties acknowledge that during the performance of the Contract, each Party may have access to certain of the other Party's Confidential Information.

(2) Each Party agrees:

a. that all items of Confidential Information are proprietary to the Disclosing Party and will remain the Disclosing Party's sole property;

b. to use Confidential Information only for the purposes described herein;

c. not to reproduce Confidential Information except with the written permission of the other Party;

d. to hold in confidence and protect such Confidential Information from dissemination as if it were its own; and

e. to return or destroy (except for copies maintained through bona fide document retention policies, as set forth in Section 11 ("Protection of Client Data")) all Confidential Information that is in its possession upon termination or expiration (as the case may be) of the Contract.

(3) Notwithstanding the foregoing, the provisions of the present Section will not apply to Confidential Information that:

a. is publicly available or in the public domain at the time disclosed or becomes publicly available or enters the public domain through no fault of the recipient;

b. is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto;

c. is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure;

d. is independently developed by the recipient; or

e. is disclosed with the prior written approval of the non-disclosing Party.

(4) Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law.

(5) These confidentiality obligations shall survive the termination of the business relationship between VusionGroup and the Customer.

(6) The obligations set forth in this Article 17 shall equally apply to any agents and employees of VusionGroup and the Customer.

Article 18
Personal Data

(1) Each Party may process Personal Data consisting of professional contact details of persons working for the other Party ("Business Data") in relation to the management of their business relationship (e.g. commercial discussions, contractual discussions, etc). The Business Data is processed by each Party, independently, in their capacity as data controller, solely for the management of their business relationship.

(2) During the performance of the Contract, VusionGroup may process Personal Data on behalf of the Customer. The terms of the data processing agreement ("DPA") available at https://www.vusion.com/legal-knowledge-base/ shall be incorporated by reference herein upon its execution and shall apply to the extent Personal Data, as defined in the DPA, is processed by VusionGroup.

(3) The Customer ensures that no legal requirements of the Customer will or does prevent VusionGroup from fulfilling its contractual obligations under the Contract in compliance with applicable laws and regulations. This includes, but is not limited to, ensuring that all personal data are collected, maintained and handled by the Customer and, where applicable, transferred to VusionGroup in compliance with any applicable data protection laws and regulations. The Customer shall make sure it has all the appropriate rights, licenses, authorisation to collect, use, handle, store, process, and, where applicable, have sub-processed, personal data before transferring personal data to VusionGroup.

(4) Customer shall indemnify and hold harmless VusionGroup in relation to any third-party claims relating to the breach by the Customer of any data protection laws and regulations.

Article 19
Compliance

(1) Each Party undertakes to comply with all international and local anti-corruption laws and standards applicable such as but not limited to:
- The French Law n°2016-1961 of December 9th, 2016, referred to as Sapin II; and
- The 2010 UK Bribery Act

(2) Each Party declares and guarantees that neither it nor any person under its responsibility or acting in its name or on its behalf such as legal representative, directors, employees, agents, has been engaged in any activity or has taken actions that could be considered as violating any anti-bribery laws and regulations applicable to it and that in particular it will not make a payment or give a benefit of any kind that constitutes or could constitute a bribe or an attempted bribe, directly or indirectly.

(3) Each Party shall promptly inform the other Party of any element brought to its attention and that could affect the other Party's liability in connection with the aforementioned actions.

(4) The Customer shall not (and shall procure that no other person under its responsibility or acting in its name or on its behalf shall not, use or have used VusionGroup's Products in an embargoed or sanctioned country or being a sanctioned person as enacted or enforced by the United Nations, the United States of America (including the Office of Foreign Assets Control) or the European Union.

Article 20
Miscellaneous

(1) As far as these Conditions make reference to "Articles" such reference shall be construed to be made to the relevant clauses of these Conditions.

(2) Any notices, declarations or actions under these Conditions or any Contract which must be made in writing shall be deemed to have been made in accordance with these Conditions and the relevant Contract if made by e-mail or fax as far as not expressly provided otherwise in these Conditions or the relevant Contract.

(3) The Customer shall comply in all material respects with all applicable local, state and federal laws, rules and regulations now or hereafter in force and all applicable judicial and administrative decisions in connection with the enforcement thereof (in particular but not exclusively with regard to recycling of any Product, CEEE, etc.).

(4) The place of performance under any Contract shall be the registered seat of VusionGroup.

(5) Provisions included in the given Conditions which, by their nature, should apply beyond the term of a Contract shall remain in full force and effect even after the termination or fulfilment of the relevant Contract.

(6) If any term or provision of these Conditions or a Contract is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Conditions or the relevant Contract or invalidate or render unenforceable such term or provision. The invalid or unenforceable provision shall be deemed replaced *ipso iure* by a provision which comes closest to the economic effect of the invalid/unenforceable provision.

(7) No failure to exercise or delay in exercising any right, remedy, power or privilege arising from these Conditions or a Contract operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(8) Changes to a Contract or these Conditions shall be valid only if made in writing.

(9) As far as the given Conditions or an individual Contract do not contain express provisions on a specific issue, applicable statutory law shall apply.

Article 21
Applicable law and jurisdiction

THESE CONDITIONS AND ANY CONTRACT SHALL BE SUBJECT TO FRENCH LAW EXCLUDING ITS RULES ON CONFLICT OF LAWS AS WELL AS THE PROVISIONS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (CISG). ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THESE CONDITIONS AND/OR ANY CONTRACT SHALL EXCLUSIVELY BE SETTLED BY THE COMPETENT COURT AT THE REGISTERED SEAT OF VUSIONGROUP.