

## Article 1: General

1. All offers, contracts and the execution of such shall be exclusively governed by these general terms and conditions (hereinafter referred to as 'the General Terms and Conditions') of Gaming Support BV (hereinafter referred to as 'Gaming Support'). Any deviations from the General Terms and Conditions must be explicitly agreed upon with Gaming Support in writing in advance.
2. In the General Terms and Conditions, the term 'client or purchaser' shall be taken to mean any (legal) person that has concluded or wishes to conclude a contract with Gaming Support.

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

1. The general terms and conditions of contracting parties and/or third parties shall not apply, unless Gaming Support has explicitly accepted these general terms and conditions in writing.
2. Any applicability of the general terms and conditions referred to above shall not, however, affect the applicability of the General Terms and Conditions of Gaming Support, unless the latter deviate from the general terms and conditions of contracting parties and/or third parties.
3. General terms and conditions and any agreed amendments or additions to such shall only be accepted by Gaming Support under the conditions referred to above and shall only apply to the designated transaction. Later transactions shall not automatically again be concluded under these conditions.

## Article 3: Tenders and orders

1. All tenders and quotations submitted shall be without obligation unless explicitly stated otherwise and shall be based on the data, drawings, calculated prices of materials, etc. furnished with any requests.
2. All the data furnished in the tender, such as dimensions, weights, capacities and quantities, shall be specified as accurately as possible on the basis of the information known at the time.
3. Drawings, calculations, photocopies, descriptions and any other documents and appendices concerning tenders shall be deemed to form part of the tenders.
4. The sending of tenders and/or brochures, quotations, and suchlike shall not commit Gaming Support to delivery or acceptance of the order.
5. Gaming Support shall retain the right to refuse orders without giving reasons, or to deliver cash on delivery (COD).

## Article 4: Agreements

Undertakings to, and agreements and/or contracts with, employees of Gaming Support shall not bind Gaming Support, unless they have been confirmed by Gaming Support in writing. In this context, 'employees' shall be taken to mean all personnel and staff without power of attorney. The client or purchaser must ascertain in advance whether or not the employee as referred to above has power of attorney.

## Article 5: Contract

1. Subject to the provisions set out below, a contract shall first be concluded after Gaming Support has accepted or confirmed an order in writing. The confirmation of the order shall be deemed to represent the contract correctly and completely.
2. Any supplementary agreements made and/or undertakings given subsequently by Gaming Support or its employees, or any supplementary agreements made and/or undertakings given subsequently on behalf of Gaming Support by its salespersons, agents, representatives or other intermediaries shall only bind Gaming Support if such agreements and/or undertakings have been confirmed by it in writing.
3. In the case of work for which no tender or confirmation of the order in respect of the nature and extent of such work is sent, the invoice and/or delivery note shall also be regarded as confirmation of the order, which invoice and/or delivery note shall also be deemed to represent the contract correctly and completely.
4. By placing an order, the client or purchaser declares that it is solvent and creditworthy.
5. Upon or after concluding the contract, and before it performs (further), Gaming Support shall be entitled to require from the client or purchaser security for the fulfilment of both its payment obligations and other obligations. A client or purchaser shall be bound to furnish such security.

## Article 6: Prices

1. Gaming Support's prices shall be without obligation. The prices shall be specified exclusive of VAT, and exclusive of other taxes, levies and fees.
2. All contracts shall always be concluded on the basis of the prices current at the time of the conclusion of the contract.
3. All the work, investigations, tests, etc. to be carried out by Gaming Support shall be charged to the client or purchaser in accordance with Gaming Support's current and/or usual rates at the time of the order concerned.
4. Should there be any price increases after a contract with Gaming Support has been concluded, as a result, for example, of increases introduced by the government or increases in factory prices, exchange rates, etc., Gaming Support shall be entitled to pass on these increases to the client or purchaser. This shall not affect the client or purchaser's right to dissolve the contract. In the event of such dissolution, the client or purchaser shall be required to pay the costs already incurred.
5. The client or purchaser may, if required and at its own expense, arrange for a chartered accountant to inspect the records concerned with the evidence for the increase passed on.
6. The payment of any extra charges on the basis of this article must be made at the same time as the payment of the principal amount.

## Article 7: Amendments to the order

1. Amendments to the original order, of whatever nature, which are made in writing or orally by, or on behalf of, the client or purchaser and which result in higher costs than could be expected in the quotation shall be charged extra to the client or purchaser.
2. Amendments to the execution of the order which are desired by the client or purchaser after placement of this order must be communicated to Gaming Support by the client or purchaser in writing and in good time. If such amendments are communicated orally by telephone, the execution of these amendments shall be at the client or purchaser's risk.
3. A submitted amendment may result in the delivery period agreed by Gaming Support before the amendment being exceeded, which is outside Gaming Support's responsibility.

## Article 8: Cancellation

1. Should the client or purchaser cancel the order and/or refuse to purchase items for reasons that fall outside Gaming Support's area of risk, the client or purchaser shall be obliged to acquire the materials already purchased by Gaming Support, whether or not they have been treated or processed, at cost price, including wages and social insurance contributions.
2. Subject to the provisions referred to in the previous paragraph of this article, Gaming Support shall retain all rights to claim full performance of the contract and/or full compensation.
3. Items specially customised, treated, packed, and so on for the client or purchaser shall not be taken back and/or credited.
4. Should the client or purchaser nevertheless cancel the order, he shall also be obliged:
  - a) to pay for the work already performed;

- b) to refund the costs arising from the cancellation and any exchange losses, if Gaming Support has concluded a currency agreement with a bank or other third party in connection with the order;
- c) to indemnify Gaming Support against claims from third parties as a result of the cancellation of the order.

## Article 9: Deciding not to proceed with delivery/purchase

1. When enquiries made or other information gained result in serious doubt about the client or purchaser's ability to pay, Gaming Support shall be entitled to inform the client or purchaser in writing that it has decided not to proceed with the contract. In this case, delivery may still continue to take place on a COD basis or by means of payment in advance.
2. The client or purchaser's legal right to decide not to proceed with the contract remains unaffected.

## Article 10: Delivery and delivery date

1. The date ex works, ex workshop, ex warehouse, ex supplier or ex some other place agreed later shall be considered as the delivery date of items supplied by Gaming Support.
2. Delivery carriage paid shall take place only if and in so far as this is specified by Gaming Support on the invoice or in some other way.
3. Items, including those delivered carriage paid or those transported in the name of Gaming Support, shall be transported at the client or purchaser's expense and risk, such that the dispatch is considered as delivery.
4. Gaming Support shall be entitled to deliver in parts (partial deliveries), which deliveries it may invoice separately; the other party shall then be obliged to pay pursuant to the provisions of Article 20 of the General Terms and Conditions. Partial deliveries shall be treated as execution of a special order within the meaning of the General Terms and Conditions.
5. The specification of delivery date shall always be an approximation, unless explicitly agreed otherwise in writing. The delivery shall take place within the stipulated period as soon as the items have left the warehouse before expiry of the stipulated period.
6. The agreed delivery date shall not be a deadline. Gaming Support shall only be liable for exceeding the agreed delivery date if it is given notice of default in writing and is offered a reasonable period for fulfilment of its obligations.
7. In the event of a situation as referred to in the previous paragraph, Gaming Support's liability shall be limited to the size of the amount for which Gaming Support is insured in respect of this matter.
8. The client or purchaser undertakes to enable Gaming Support to execute, or arrange for the execution of, the items and/or services or work in a proper and sound manner, failing which Gaming Support shall be entitled to proceed to dissolution of the contract.
9. In the event that delivery, installation and/or repair of the goods has to occur in a place other than the places referred to in paragraph 1, the client or purchaser shall be unconditionally bound to reimburse Gaming Support for the call-out charges and accommodation expenses, in accordance with Gaming Support's current or known rate at the time of the order concerned. These costs shall also be fully payable in the event that Gaming Support concludes on-site, such as at its own discretion, that installation and/or repair, for whatever reason, can not be executed.
10. If the other party has not taken possession of the items after the expiry of the delivery date, these items shall be stored at the other party's disposal, at the other party's expense and risk.
11. Should Gaming Support be unable to fulfil its obligations, it shall immediately notify the client or purchaser of this, stating the expected period by which the specified delivery period will be exceeded.
12. All the items and services that have been ordered from Gaming Support by, or in the name of, the client and that Gaming Support has supplied and/or installed over and above the quantities and/or sorts of materials to be processed as explicitly laid down in the contract or has performed over and above the work described in this contract shall be charged as extra work.

## Article 11: Fitting

1. All the arrangements and/or facilities that are necessary for the setting up of the items to be fitted and/or the correct functioning of the items in fitted state shall be at the client or purchaser's expense and risk and shall fall outside Gaming Support's responsibility.
2. The client or purchaser shall be obliged, at its own expense, to prepare and maintain the rooms in which the items are installed in such a condition that the fitting can take place without any delay and without any problems. The corresponding work shall be for the client or purchaser's account and should be carried out in accordance with the specifications furnished by Gaming Support. If and in so far as the client or purchaser fails to fulfil this obligation, Gaming Support may, at its own discretion, carry out all the work, or have it carried out, and purchase all the material required for this work, in order to ensure the fitting is carried out efficiently; and this shall all be at the client or purchaser's expense and risk.
3. In order to fulfil the obligation referred to in the previous paragraph, the client or purchaser shall, at its own expense and risk, ensure, among other things, that:
  - a) the rooms designated for fitting the items in have been correctly prepared, heated, provided with lighting and provided with air conditioning, all in accordance with Gaming Support's specifications;
  - b) as soon as Gaming Support's employees have arrived at the location where the fitting is to take place, they can begin their work and, in addition, are at all times given the opportunity to carry out their work during normal working hours and also, should Gaming Support deem it necessary, outside normal working hours;
  - c) suitable accommodation and/or facilities required by labour legislation are available for Gaming Support's employees;
  - d) the access roads to the location where the fitting is to take place are suitable for the transport of the items;
  - e) there are the required lockable storage places for material, equipment and other items;
  - f) the agreed assistants, auxiliary equipment, and auxiliary and working materials are available on time and free of charge;
  - g) upon commencement of and during the fitting, the items, in good condition, are available on-site;
  - h) all the necessary safety and other precautionary measures have been taken and are maintained, which should be shown in, among other things, a written statement of the client or purchaser that the rooms in which the items have to be set up meet Gaming Support's specifications, particularly in terms of the floor load and suitability of the building for the installation and use of the items.
4. In the event of loss of time caused by delay owing to the client or purchaser's failure to fulfil one or more of the obligations set out in this article, the costs thereby incurred shall be for the client or purchaser's account and the fitting period shall be extended accordingly. In addition, Gaming Support shall be entitled, if such is reasonable in the individual context of the case, to decide not to proceed with the fitting (for the time being), without prejudice to the client or purchaser's obligation to pay for the items delivered and to pay the costs that are for its account.

## Article 12: Transport/risk

1. If no further instruction is given to Gaming Support by the client or purchaser, the means of transport, dispatch, packaging, etc. shall be determined by Gaming Support in accordance with good commercial practice, without Gaming Support bearing any responsibility for such. Any specific wishes of the client or purchaser concerning the transport or dispatch shall only be carried out if the client or purchaser has declared that it will bear the extra costs of such.
2. Even if delivery carriage paid has been agreed, the dispatch shall always be at the client or purchaser's expense and risk, even when the transporter claims that on consignment

notes, road waybills, and suchlike there appears the clause that all transport damage shall be at the sender's expense and risk.

- The client or purchaser must itself arrange for the insurance of the items during transport. The transport shall only be insured by Gaming Support if the client or purchaser has explicitly requested such in writing for its own account.

### Article 13: Guarantee

- The guarantee furnished on items sold by Gaming Support shall never exceed the guarantee furnished to Gaming Support by its suppliers.
- In all cases, all guarantees on items and/or services supplied shall lapse:
  - if no valid guarantee certificate and sales receipt is produced;
  - after the expiry of the guarantee period given by Gaming Support exclusively in writing or, if no guarantee period is given in writing, one year after the date of delivery;
  - if work on the item supplied has been or is being carried out by persons other than those designated by Gaming Support;
  - if defects in the item supplied are a result of any negligence or injudicious use;
  - if the item is not used in accordance with its agreed or intended purpose;
  - if the defects arise or result from faultiness of materials or services which were furnished, fitted, or removed by the client or purchaser for the (end) products and/or services supplied by Gaming Support or which are connected in some other way with the items supplied.

### Article 14: Liability

- The client or purchaser shall indemnify Gaming Support and its employees or persons employed by, or in the name of, Gaming Support against all claims from third parties for compensation for any damage suffered by such third parties which is caused by, or connected in some other way with, items or services supplied by Gaming Support. Gaming Support shall exclude liability for consequential damage, including consequential loss, lost profits, lost savings and damage owing to interruption of operations.
- Except for Gaming Support's liability pursuant to mandatory statutory provisions and generally prevailing rules of reasonableness and fairness, Gaming Support shall not be liable for the costs, damage and interest that may arise as a direct or indirect result of:
  - a non-attributable failure to perform, as further described in these General Terms and Conditions;
  - deeds or omissions on the part of the client or purchaser, its employees, or other persons employed by it or in its name;
  - errors and/or defects in a design that were not noted by the client or purchaser at the time of approval of the design concerned.
- Gaming Support's liability shall never extend beyond that of its suppliers.
- Gaming Support shall not be liable for damage to items supplied by it during transport not organised by itself.
- Gaming Support shall not be liable for injudicious, faulty installation by third parties of items supplied by Gaming Support.
- Gaming Support shall not be liable for damage and defects that occur as a result of injudicious, incorrect use of the items supplied.
- Any liability of Gaming Support shall at all times be limited to the amount that is paid out under its insurance in that case. Should Gaming Support's liability not fall under the description of the cover of the insurance, its liability shall be limited to an amount of EUR 5,000 or an amount that is twice the amount of the invoice concerning the delivery or service that gave rise to the liability, whichever of these amounts is higher.

### Article 15: Non-attributable failure to perform; Force majeure

- The term 'a non-attributable failure to perform' shall be taken to mean: a failure that is neither due to the fault of Gaming Support nor should be for the account of Gaming Support in accordance with the law, a juristic act or generally accepted standards. Among the causes of non-attributable failures are: strikes, excessive absenteeism owing to illness of Gaming Support's employees, transport difficulties, extreme weather conditions, fire, government measures, including in any case import and export bans, quota systems and interruptions of operations at Gaming Support or its suppliers, as well as breach of contract by its suppliers resulting in Gaming Support being unable (any longer) to fulfil its obligations to the client or purchaser.
- If, in Gaming Support's opinion, the cause of the non-attributable failure will be of a temporary nature, it shall be entitled to postpone the execution of the contract until the circumstance giving rise to the failure to perform ceases to occur.
- Should the situation of the non-attributable failure to perform be of a permanent nature, parties may make an arrangement concerning the dissolution of the contract and the consequences associated with such.
- Gaming Support shall be entitled to demand payment in respect of the performance affected in the execution of the contract concerned before a situation within the meaning of this article became apparent.
- Gaming Support shall be entitled to also invoke a non-attributable failure to perform if the circumstances giving rise to the failure to perform occur after items and/or services should have been supplied by it.

### Article 16: Complaints

- Upon delivery of items supplied by Gaming Support, the client or purchaser must ascertain the current condition of the items and whether or not the items supplied are in conformity with the provisions of the contract within the meaning of Article 5 of the General Terms and Conditions. Should it then appear that items have been damaged, the client or purchaser must itself immediately take all measures to obtain damages from the transporter. Should it appear that the items supplied are not in conformity with the provisions of the contract as referred to earlier in this paragraph, the client or purchaser must inform Gaming Support of this in writing.
- Any complaints shall only be accepted by Gaming Support if they have reached it in writing - directly - within eight working days after delivery of the items concerned, with an accurate specification of the nature of, and grounds for, the complaints. Complaints concerning hidden defects must be communicated to Gaming Support by registered letter within eight days after the client or purchaser could reasonably have discovered the defect, but within six months after the delivery.
- Complaints concerning invoices must also be submitted in writing and within eight days after the date of dispatch of the invoices.
- Gaming Support must be given the opportunity to check the complaints submitted.
- If, in Gaming Support's opinion, the complaint is justified, Gaming Support shall, at its own discretion, either replace/restore the items or take back the items and refund the purchase price.

### Article 17: Goods returned

- Goods returned without prior written permission from Gaming Support or without any agreement having been made shall not be accepted. Goods returned without written permission from Gaming Support shall be stored at the expense and risk of the sender or refused.
- In the case of items returned, the handling and other costs arising shall be charged to the sender and shall amount to a minimum of 15% of the invoice amount of the items.

### Article 18: Intellectual property

- Gaming Support shall retain all intellectual property rights to all designs, illustrations,

drawings, samples, models, etc. furnished by it. Reproduction, disclosure/publication and copying, in whatever manner, shall only be permitted with Gaming Support's prior explicit written permission.

- The designs, illustrations, drawings, samples, models, etc. referred to in paragraph 1 shall remain the inalienable property of Gaming Support and must be returned to it on its first demand.
- Gaming Support shall be permitted to take technical measures to protect its software. If Gaming Support has protected software by technical means, the client or purchaser shall not be permitted to remove, evade or otherwise nullify this protection.
- For each act carried out contrary to this provision, the client or purchaser shall be obliged to pay a fixed penalty of EUR 50,000 or EUR 5,000 a day, without prejudice to Gaming Support's right to claim full damages.

### Article 19: Retention of title

- Unless explicitly agreed otherwise in writing, any remaining materials that originally came from Gaming Support shall be the property of Gaming Support.
- All the items supplied by Gaming Support shall remain its property until the client or purchaser has completely paid all its debts concerning these items, concerning items to be supplied by Gaming Support and concerning the work carried out or to be carried out pursuant to such a contract for the client or purchaser, as well as all its debts on account of failing to perform such contracts. The risk in respect of the items passes to the client or purchaser at the moment of delivery.
- In the event of the client or purchaser not paying an amount due and payable, suspending payment(s), petitioning for suspension of payment(s), being put into involuntary liquidation, being put in the hands of the receivers, dying or having its affairs wound up, Gaming Support shall be entitled, without notice of default and without judicial intervention, to cancel the order or the part of it that still has to be delivered and to claim back as its property the items that may have been delivered but have not been paid for or not been paid for in full, but without prejudice to its rights to seek compensation for any loss or damage. In such cases, each debt owed to Gaming Support by the client or purchaser shall be immediately due and payable. The costs of taking back or claiming back the items shall be borne by the client or purchaser.
- The items may be sold on or used by a client or purchaser in the context of its normal business activities, but may not be given as security and may not serve as security for a debt owed to a third party.

### Article 20: Payment

- Payment of the invoice amounts must always be made in full within 14 days after the invoice date, unless explicitly agreed otherwise in writing. The payment shall then first be acknowledged as such, if this is effected in cash against proper proof of discharge and this can also be shown or when the transfer concerned, with specification of the invoice number or the reason for the payment, has been credited to Gaming Support's bank or giro account.
- Gaming Support shall be entitled, before the commencement of and even during the execution of the contract, if it so requires, to demand payment in advance from the client or purchaser up to an amount equal to 100% of the agreed price in respect of the contract upon commencement and up to an amount equal to 80% of the agreed price during the execution of the order.
- Should the client or purchaser fail to make a demanded payment referred to in paragraph 2, Gaming Support shall be entitled to halt the work until the demanded payment has been made to Gaming Support, without prejudice to Gaming Support's right to compensation for costs, damages and interest.
- Repairs, including the parts and/or materials used for such, must at all times be paid for in cash upon delivery. Also included here are the work and extra materials arising from the (again) furnishing, fitting or removing, or which are connected in some other way with the items and/or services supplied for which the client or purchaser was indemnified under guarantee by Gaming Support's suppliers.
- In the event that the client or purchaser
  - is put into involuntary liquidation, assigns its estate, submits a petition for suspension of payment(s), has the whole or a part of its property attached,
  - dies or is put in the hands of the receivers,
  - fails to fulfil any obligation resting with it under the law or under these terms and conditions,
  - fails to pay an invoice amount or a part of such within the period stipulated for this,
  - proceeds to effect the cessation or transfer, whether directly or indirectly, of its company or an important part of it, including the bringing of its company into a company to be established or already existing, or proceeds to change the object of its company.Gaming Support shall be entitled, as a result of the simple occurrence of one of the above-mentioned circumstances, either to deem the contract to be dissolved, without any notice of default or judicial intervention being required, or to demand immediately in full, without any warning or notice of default being necessary, any amount payable by the client or purchaser in respect of the deliveries made by Gaming Support, all without prejudice to Gaming Support's right to compensation for costs, damages and interest.

### Article 21: Leniency

Should Gaming Support not always and immediately use its rights in a particular matter under the General Terms and Conditions, this shall neither involve Gaming Support not being permitted to exercise such rights as the occasion arises later nor involve Gaming Support being bound to exercise similar leniency in other cases later.

### Article 22: Interest and costs

- If payment has not been made within the period stated in Article 20, the client or purchaser shall be in default by operation of law and shall, as from the invoice date, owe 1.5% interest per (part of a) month on the amount still outstanding.
- All the court and extrajudicial costs to be incurred shall be borne by the client or purchaser. The extrajudicial collection costs shall amount to at least 15% of the amount owed by the client or purchaser, including the interest mentioned above, with a minimum of EUR 100.

### Article 23: Applicable law

All tenders, contracts and the execution of such shall be exclusively governed by Dutch law.

### Article 24: Disputes

- All disputes, including those only considered as such by one party, that arise from, or are connected with, the contract to which the General Terms and Conditions apply or the General Terms and Conditions themselves shall be decided upon by the District Court in Rotterdam, such to the extent permitted by the statutory provisions.
- The provisions of the previous paragraph shall not affect Gaming Support's right to submit the dispute to the civil court that has jurisdiction in accordance with the normal rules relating to jurisdiction.

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

In the event that the General Terms and Conditions have been translated, the Dutch text shall take precedence over the translated text.