

GENERAL CONDITIONS OF SALE AND DELIVERY OF MASTEX SOFTWARE BV

ARTICLE 1 APPLICABILITY

- 1.1 These general conditions of sale and delivery are applicable to all requests to, offers by and agreements with Mastex Software BV, a private limited company based in Alblasserdam, hereinafter referred to as "Mastex", in which Mastex acts as contractor, which includes the provision of services, the execution of instructions and the delivery or leasing of goods.
- 1.2 Deviations from these conditions are subject to written agreement.
- 1.3 The applicability of any purchase or other conditions of the other party to the contract with Mastex, hereinafter referred to as the "Client", is explicitly excluded.
- 1.4 If any of the provisions of these general conditions of sale and delivery are (declared) void, voidable or invalid or otherwise set aside, the remaining provisions of the general conditions will remain in full force. The invalid or void provision will be replaced by a valid provision that corresponds as much as possible to the content, purpose and scope of the invalid or void provision.
- 1.5 If the wording of the general conditions issued in a language other than Dutch deviates from the original Dutch text, the Dutch text prevails at all times.
- 1.6 Mastex reserves the right to revise these general conditions of sale and delivery from time to time. The revised general conditions of sale and delivery will, after they have been made known to the Client, also apply to existing Agreement(s) with the Client. Insofar as necessary, the Client agrees to this applicability in advance. Insofar as the Client did not act in the conduct of its profession or business when entering into these existing Agreement(s) and the revised general conditions of sale and delivery did not involve essential changes, the Client is entitled to dissolve these existing Agreement(s).

ARTICLE 2 FORMATION OF THE AGREEMENT

- 2.1 All offers made by Mastex are without obligation, unless specifically stated otherwise in writing.
- 2.2 All information in publications/advertising material from, by or on behalf of Mastex is subject to contract and change. Mastex does not guarantee the correctness, completeness or topicality of this information. The Client cannot derive any rights from catalogues and other pre-printed information or errors therein.
- 2.3 As part of the execution of the agreement, also without the Client being aware of this, Mastex will at all times be entitled to comply with and conform to all applicable rules and regulations, as or to be prescribed by the bodies Mastex depends on in the execution of the agreement. Any additional costs and/or delays will be at the expense of the Client.
- 2.4 Mastex reserves the rights to decide whether or not to conclude an agreement on the basis of the creditworthiness of the Client.
- 2.5 Any orders placed via intermediaries, including agents, representatives or resellers, are not legally valid until confirmed by Mastex, in writing.
- 2.6 Verbal agreements and stipulations are only binding after they have been confirmed by Mastex staff authorised to that end, in writing.

ARTICLE 3 AMOUNTS DUE AND INVOICING

- 3.1 All prices are exclusive of turnover tax (VAT) and other government levies.
- 3.2 All prices are fixed and non-deductible and are expressed in Euros.
- 3.3 Periodic amounts are invoiced per agreed period in advance, whereas the invoice date is determined by the commencement date of the agreement, as agreed in writing. Any additional amounts for use and/or hourly rates are invoiced after delivery of the service and/or equipment, unless agreed otherwise in writing.
- 3.4 Unless otherwise agreed, a payment term of 30 days after the invoice date applies. If the Client fails to pay the amounts due within the valid payment term, or fails to do so in full, the Client will be in default without a notice of default being required. From that moment on, statutory commercial interest in accordance with section 6:119a of the Netherlands Civil Code will be payable on the outstanding amount, calculated from the original invoice date.
- 3.5 If after having been given a notice of default the Client continues to fail to pay the claim, collection may be passed to an external collection agency, in which case the Client, in addition to the total outstanding amount, is obliged to pay in full any judicial and extrajudicial costs, including all costs charged by external experts as well as any legally stipulated costs relating to the collection of this claim or other legal action, the extent of which is set at a minimum of 15% of the total amount.
- 3.6 The claim against the Client will be immediately due and payable in full, i.e. including interest, costs and any invoices not yet payable, in the event of another attributable shortcoming on the part of the Client or existing case of non-payment, if his goods are seized, or if the Client's moratorium, bankruptcy or guardianship order has been filed for. In that case, the Client is deemed to be in default by operation of law, regardless of previous payment term agreements.
- 3.7 In the event of late payment, as well as in the aforesaid circumstances referred to in article 3.5, Mastex is at all times entitled to suspend the execution of the agreement or to fully or partially terminate it, this at its discretion, without being obliged to pay any compensation and without prejudice of the Client's liability towards Mastex.
- 3.8 Regardless of the agreed payment terms, Mastex, before implementing or continuing to implement an agreement, is at all times entitled to demand from the Client payment in advance, satisfactory security or tendering in payment. In the event that the required (advance) payment, security or tendering in payment is not effected within the set term, Mastex will be entitled to terminate the agreement without any notice of default being required, without being obliged to pay compensation and without prejudice to the Client's liability.
- 3.9 If a claim against Mastex has arisen, payment must be sought within one year of it becoming due.

ARTICLE 4 PRICE CHANGES

- 4.1 Mastex is entitled to change the agreed rates, prices and other amounts annually, with effect from 1 January of each year.
- 4.2 Agreed rates, prices and other amounts are based on the price-determining factors known at the time of the conclusion of the agreement. Mastex is (without prejudice to the provisions of article 4.1) entitled to charge interim increases of levies, taxes, import duties, excise duties, exchange rates, wage costs and increases in other cost-determining factors to the Client, without prior written notification.

ARTICLE 5 CONFIDENTIAL INFORMATION

- 5.1 Each of the parties guarantees that all confidential information received from the other party before and after entering into the agreement will remain secret. Information will in any case be deemed confidential if designated as such by the other party.
- 5.2 Mastex guarantees that any information regarding the Client or its staff become aware of within the framework of executing the instruction is treated as strictly private and confidential and will not be disclosed or made available to third parties in any way shape or form.

ARTICLE 6 RETENTION OF TITLE AND RIGHTS

- 6.1 All goods supplied to the Client continue to be the property of Mastex, until all amounts owed by the Client in respect of the goods (to be) supplied or services (to be) provided under the agreement, as well as the amounts referred to in article 3.5, including interest and cost of collection, have been paid to Mastex in full.
- 6.2 Rights will always be granted, or, as the case may be, transferred to the Client, subject to the (in the event of non-fulfilment: resolutive) condition that the Client pays the compensation agreed for these, in time and in full.

ARTICLE 7 RISK

- 7.1 The risk of loss or damage to goods subject to this agreement will pass to the Client from the moment they are in the actual possession of the Client or his servants.

ARTICLE 8 INTELLECTUAL OR INDUSTRIAL PROPERTY RIGHTS

- 8.1 All intellectual or industrial property rights to all software, equipment or other materials, such as analyses, designs, documentation, reports and offers, as well as preparatory materials thereof, designed or made available are exclusively vested in Mastex or its licensors. The Client will only obtain the rights of use and powers that are explicitly granted with these conditions or otherwise and will refrain from multiplying or copying the software or other materials.
- 8.2 Mastex is permitted to include technical protection measures in the software in order to suspend the functionality thereof in the event of (imminent) default on the part of the Client. In the event that Mastex has protected the software by means of technical measures, the Client is not permitted to remove or bypass this protection. If the security measures mean that the client is unable to make a spare copy of the software, Mastex, at the request of the Client, will make a spare copy of the software available to the Client instead.

- 8.3 The Client is not allowed to change or remove from the software, equipment or materials any notices pertaining to copyrights, brands, trade names or other intellectual or industrial property rights, including notices regarding the confidential nature and secrecy of the equipment/software.
- 8.4 Mastex is permitted to take technical measures in order to protect the software. In the event that Mastex has protected the software by means of technical measures, the Client is not permitted to remove or bypass this protection. If the security measures mean that the client is unable to make a spare copy of the software, Mastex, at the request of the Client, will make a spare copy of the software available to the Client instead.
- 8.5 The Client will be entitled to make and/or keep a spare copy of the software, except in the event that Mastex makes a spare copy of the software available to the Client. In these general conditions, a spare copy is understood to mean: a tangible creation on which software has been stored, which serves only as a replacement of the original software, in the event of the unintended loss of or damage to it. The spare copy must be identical and at all times carry the same labels and indications as the original.
- 8.6 The Client guarantees that no third-party rights militate against any equipment, software or materials being available to Mastex for the purpose of use or processing, and the Client will indemnify Mastex against any claims based on the allegation that such availability, use or processing violates any third-party rights.

ARTICLE 9 COOPERATION BY CLIENT

- 9.1 The Client will timely provide Mastex with any useful and necessary data or information and render every assistance in order to properly execute the agreement, at all times. The Client guarantees the correctness and timely provision of this data, information and/or assistance.
- 9.2 The Client is responsible for the use and application of the equipment and software in its organisation and of the services to be provided by Mastex.
- 9.3 If it has been agreed that the Client will make software, materials or data available on data carriers, they must meet the specifications required for the execution of the work.
- 9.4 If the information required for the execution of the agreement is not available to Mastex, or not available in time or not in accordance with the arrangements, or if the Client otherwise fails to fulfil his obligations, Mastex will in any case be entitled to charge the resulting costs in accordance with its customary rates, without prejudice to the obligation of the Client to reimburse Mastex for any damage incurred as a result.
- 9.5 In the event employees of Mastex perform work onsite at the Client, the Client will provide for any facilities reasonably required by those employees, free of charge. The Client will indemnify Mastex and its staff against any claims by third parties who incur damage in connection with the execution of the agreement as a result of acts or omissions of the Client or any unsafe situations in his organisation.
- 9.6 Mastex will make every effort to execute the agreement as carefully as possible. Unless explicitly agreed otherwise, deadlines agreed with Mastex can never be deemed to be final deadlines. Mastex will only be in default vis-à-vis the Client if the Client declares Mastex to be in default promptly and properly in writing, setting thereby a reasonable period to remedy the breach, and Mastex continues to attributably fail to fulfil its obligations after this period. The notice of default must contain as detailed a description as possible of the breach, to enable Mastex to respond adequately.

ARTICLE 10 TERMINATION

- 10.1 The Client can only terminate the agreement if Mastex, following a proper and fully detailed written notice of default stating a reasonable term in which the shortcoming can be remedied, fails imputably in the fulfilment of fundamental obligations under the agreement.
- 10.2 An agreement entered into for an indefinite period of time, the nature and contents of which agreement imply that it is not discharged by performance, can be terminated by either of the parties by means of a written notification to that end, stating the reasons, subject to prior consultation. If no explicit notice period has been agreed between the parties, a reasonable period must be observed when terminating. The parties will never be liable to pay any compensation on account of termination.
- 10.3 Mastex, by means of a written notification, can partially or fully terminate the agreement without a notice of default and without judicial intervention being required, if the Client is granted a moratorium, provisionally or otherwise, if a winding-up petition is filed for or on behalf of the Client or if his business is liquidated or terminated for reasons other than reconstruction or the merger of businesses. Mastex will never be obliged to pay any compensation on account of such termination.
- 10.4 In the event of a situation of force majeure, which is understood to mean any circumstance which impedes, delays or prevents Mastex from executing the agreement and which is beyond the control of Mastex, the execution of the agreement, at the discretion of Mastex, will either be suspended or terminated by means of a written statement, stating the circumstance preventing (further) execution. In that case, there will be no obligation for compensation, except for compensation by the Client for the actual costs incurred by Mastex. In the event Mastex is temporarily or permanently unable to fulfil his obligations due to force majeure, the Client will not be entitled to suspend payment. A circumstance beyond the control of Mastex applies if the execution of the agreement is prevented as a result of war, riots, disturbances, acts of war, fire, water damage, floods, industrial action, factory sit-ins, import and export obstructions, government measures, machine defects, disruptions in the power supply or the supply of goods and/or services by third parties.
- 10.5 If, at the time of termination as referred to in article 10, the Client has already received performances in execution of the agreement, these performances and the corresponding payment obligation cannot be revoked, unless Mastex is in default in respect of those performances. Amounts invoiced by Mastex before termination in respect of what has already been undertaken or delivered by way of execution of the agreement will, with due observance of the previous sentence, continue to be payable and become immediately due and payable at the time of termination.

ARTICLE 11 LIABILITY

- 11.1 Mastex is solely liable vis-à-vis the Client for direct damage. Direct damage or loss is limited to: (i) the reasonable costs to be incurred by the Client in order to ensure that the performance of Mastex conforms to the agreement. However, this damage will not be compensated if the Client has terminated the agreement; (ii) the costs incurred by the Client for keeping its old system or systems and related facilities operational out of necessity for a longer period due to the fact that Mastex failed to deliver on the delivery date to which it was bound, less any savings as a result of the delayed delivery; (iii) reasonable costs, incurred in order to determine the cause and extent of the damage or loss, insofar as this relates to direct damage or loss within the meaning of these conditions; and (iv) reasonable costs, incurred in order to prevent or limit damage or loss, insofar as the Client demonstrates that these costs have led to a reduction of direct damage or loss within the meaning of these conditions. The liability of Mastex for indirect or consequential damage, including loss of profits and savings and losses caused by business interruption, is excluded.
- 11.2 Notwithstanding the provisions in article 11.1, the liability of Mastex is always limited to the amount that its liability insurer pays out in the relevant event.
- 11.3 The total liability of Mastex for damage or loss caused by death or physical injury or for material damage to goods will in no event exceed the sum paid out by virtue of the insurance taken out by Mastex. This is on the understanding that a series of coherent events will be deemed a single event.
- 11.4 Mastex is not liable for, nor obliged to pay, compensation for breaches (whether or not culpable) by third parties in the fulfilment of their obligations to perform that for which they were engaged by Mastex, or, without prejudice to the limitation of liability of Mastex as contained in the articles 11.1, 11.2 and 11.3, not beyond that compensation which these third parties are liable for and obliged to pay vis-à-vis Mastex.
- 11.5 The limitation of liability contained in articles 11.1, 11.2, 11.3 and 11.4 does not apply in the event of intent or wilful recklessness on the part of Mastex.
- 11.6 With the exception of the cases referred to in this article, Mastex can never be held liable for compensation, irrespective of the ground on which a claim for compensation was to be based.
- 11.7 The Client must notify Mastex in writing as soon as possible but no later than seven days after discovering any failure in the performance by Mastex, failing which Mastex will no longer have any obligation and/or liability with respect to these failures. All legal claims against Mastex will expire at least one year after they arise.
- 11.8 The Client will indemnify Mastex against all claims of third parties for costs, damage and loss of anything else in connection with the execution of the agreement by Mastex.

ARTICLE 12 APPLICABLE LAW AND DISPUTES

- 12.1 This contract and all contracts ensuing from it are governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is excluded.
- 12.2 All disputes, including those regarded as such by only one of the parties and which may arise between the parties as a result of this agreement or any ensuing agreements, will be submitted to the competent court district of Rotterdam.

SERVICE PROVISION

The provisions stipulated in this chapter "Service Provision" apply in addition to the General Provisions of these general conditions if Mastex provides services such as organisation and automation advice, training courses, support, designing or developing software or information systems or providing assistance therein, as well as services with regard to networks. These provisions do not affect the provisions stipulated in the general conditions above.

ARTICLE 13 EXECUTION

- 13.1 Mastex will perform to the best of its ability to provide the services with due care, in this instance in accordance with the agreements and procedures laid down in writing with the Client. However, Mastex does not accept a specific result. Unless explicitly agreed otherwise, deadlines agreed with Mastex can never be deemed to be final deadlines.
- 13.2 If the services provided by Mastex relate to the input of data into a database, this input is at the risk of the Client. Mastex does not accept, and is not liable for, the failure to enter data or the non-complete and/or incorrect entering of data. The Client must always check the entered data carefully. The Client will at all times comply with the (user, maintenance and other) regulations, warranty conditions, instructions, etc., as required by manufacturers and/or suppliers, even if these differ from the data entered by Mastex.
- 13.3 If it has been agreed that the services are to be provided in parts, Mastex will be entitled to postpone commencement of the services which form part of a part, until the Client has approved the results of the preceding part in writing.
- 13.4 Provided this has been explicitly agreed in writing, Mastex will be obliged to comply with any sound and timely instructions issued by the Client when providing the service. Mastex is not obliged to comply with instructions that change or expand the content or scope of the agreed services; however, if such instructions are given and complied with, the work in question is to be compensated in accordance with article 14.
- 13.5 If a service agreement has been entered into with a view to execution by a particular individual, Mastex will at all times be entitled to substitute this person by one or more other persons with the same qualifications.
- 13.6 Mastex decides on the method in which the agreement is executed. Mastex further reserves the right to have certain work carried out by third parties, without prior notice to the Client. Mastex will apply due care and attention in the selection of these third parties, yet cannot be held liable for any failure in the performance when executing the agreement, insofar as this failure concerns the performance of these third parties. The Client indemnifies Mastex and its staff against all claims by third parties for costs, damage and loss or anything else in connection with the execution of the agreement by Mastex.

ARTICLE 14 CHANGES AND CONTRACT EXTRAS

- 14.1 If Mastex, at the request or with the prior consent of the Client, has carried out work or delivered other performances outside the content or scope of the agreed service provision, the Client must pay Mastex for this work or these performances in accordance with the usual rates of Mastex. Mastex is, however, not obliged to comply with such a request and it can demand the conclusion of a separate, written contract.
- 14.2 The Client accepts that the agreed or anticipated completion date of the service provision may be affected by the work or performances referred to in article 14.1 and that the mutual responsibilities of the Client and Mastex can be affected.
- 14.3 Insofar as the service provision is subject to a fixed price agreement and the parties have the intention to enter into a separate agreement with regard to any additional activities or performances, Mastex will notify the Client in writing, in advance, with regard to the financial consequences of those additional activities or performances.

ARTICLE 15 STUDIES, COURSES AND TRAINING PROGRAMMES

- 15.1 Insofar as the service provision of Mastex consists of organising studies, courses or training programmes, Mastex can at all times demand any payment due in that respect, in advance. In the event participation in a study, course or training programme is cancelled by the Client less than 48 hours before the start thereof, Mastex will be entitled to charge the Client the full fees for participation.
- 15.2 If, in the opinion of Mastex, the number of participations gives rise to that, Mastex will be entitled to combine the study, course or training programme with one or more other studies, courses or training programmes, or to have these commence at a later date or time.