

**GENERAL CONDITIONS  
CONCLUSION B.V.**

**I. GENERAL PROVISIONS**

**1. Applicability**

1.1 The present general conditions shall apply to all offers of the private company with limited liability under Dutch law Conclusion B.V. or one of its operating companies, and to all agreements that will be concluded by Conclusion B.V. or one of its operating companies with the other party. Hereinafter in the present general conditions, Conclusion B.V. or the relevant operating company will be referred to as: "the supplier". The other party will hereinafter be referred to as: "the principal".

1.2 The present general conditions consist of the section called general provisions and the section called special provisions, consisting of the following chapters:

- II. Conditions for consultancy, secondment and projects
- III. Conditions for the provision of ICT services
- IV. Conditions for commissions with regard to marketing and communication
- V. Conditions for training courses, workshops and assessments

1.3 In case of any conflict between any provision of these general provisions and any special provision, the special provision shall prevail. In case of any conflict between any provision of the present general conditions and any provision of an agreement specifically concluded between the parties, at all times the more specific provision incorporated in the relevant agreement shall prevail.

1.4 Deviations from the present general conditions shall only be valid in so far as agreed in writing between the principal and the supplier.

1.5 The applicability of any general conditions of the principal is herewith excluded, unless they have expressly been accepted by the supplier in writing.

**2. Coming about of agreements**

2.1 Agreements between the principal and the supplier shall come about by the principal accepting an offer issued by the supplier or an offer made in any other way.

2.2 The principal may derive no rights from an agreement with the supplier, however, before he has signed a written agreement with the supplier.

2.3 Unless stated otherwise in the offer, offers of the supplier shall always be valid during 14 days after their date.

2.4 The provisions set forth in paragraph 2 of this clause shall not prejudice any claims of the supplier for damages because of discontinuation of negotiations by the principal.

**3. Implementation of the agreement**

3.1 The supplier shall exert his best efforts to carry out the commission as carefully as possible and independently, all this in so far as possible and with due observance of the provisions set forth in the following paragraphs of this clause.

3.2 For the purposes hereof, the term commission shall mean the activities to be performed, the services to be rendered, or the goods to be delivered by the supplier for or to the principal on the basis of the agreement.

3.3 The principal shall, whether or not at the request of the supplier, provide the supplier with all data, documents and records that are necessary in connection with the implementation of the commission.

3.4 The principal shall guarantee the correctness, the completeness and the reliability of all data, documents and records made available to the supplier. This provision shall also apply if the aforesaid data, documents and records originate from third parties. The supplier shall accept no liability with regard to the correctness, completeness and reliability of the aforesaid data.

3.5 The principal shall be held to inform the supplier forthwith of facts and circumstances that may be relevant for the implementation of the agreement.

**4. Periods for performance**

4.1 Agreed periods for performing services, as well as for delivery of items and goods or the installation thereof, shall never be strict deadlines. If the supplier fails within the agreed period to render the relevant services or to deliver or install the products, he shall not be in default by that mere fact. The supplier shall not be in default until the principal has

placed the supplier in default by means of a registered letter with due observance of notification period of at least 14 days.

**5. Calling in the assistance of third parties**

5.1 If in the implementation of the activities by the supplier it is necessary to call in the assistance of third parties who have not expressly been included in the agreement in advance, the supplier shall, in so far as reasonably possible, consult with the principal about that in advance.

5.2 The principal shall himself be held to reimburse the expenses of these third parties. In so far as possible, the supplier shall see to it that the invoices of these third parties will be sent directly to the principal.

5.3 The supplier shall in no manner or way be liable for any failure in the performance of these third parties.

**6. Rates**

6.1 The supplier shall charge the principal a rate based on an hourly wage or a fixed amount for the services to be rendered or the goods to be delivered. This shall be set forth in writing. The supplier shall have the right, however, after written notification of the principal, to adapt his rates. In addition to the agreed rate, also the costs incurred by the supplier for the implementation of the commission shall be eligible for compensation.

6.2 Unless agreed otherwise, the applying rates of the supplier shall always be exclusive of turnover tax (VAT).

6.3 The supplier shall at all times have the right to adapt the period within which and the duration of the period in respect of which he charges his activities. Furthermore the supplier shall have the right to charge an advance to the principal. The aforesaid advance shall serve as a deposit for the further setoff against any amount that may eventually be due to the supplier by the principal. If the scope of the activities of the supplier gives rise to that, the supplier shall have the right to charge to the principal an additional advance.

6.4 Hours or days on which no activities can be carried out due to causes that lie in the organisation of the principal or that are otherwise attributable to the principal, shall be charged to the principal as if it were worked hours.

6.5 The rate shall be based on a working day from 8:00 a.m. to 18:00 p.m. for activities performed within the Netherlands. The rate for work that is carried out in commission of the principal outside the aforementioned hours and/or outside the Netherlands shall be increased with a surcharge that has been agreed in writing in advance.

6.6 If the supplier due to any failure to provide complete, sound and clear data or materials in time or at all, or due to a modified or incorrect commission, is forced to perform more or other activities, these activities shall be charged separately, on the basis of further agreed rates or on the basis of the usual rates applied by the supplier.

6.7 If the rate has in any manner or way been made dependent on facts or circumstances that have to become clear from the administration of the principal, the supplier shall, after a statement of the principal, have the right to have the administration of the principal checked by a certified public accountant. If from that check it appears that the statement of the principal does not correspond with the actual course of affairs, the costs of the aforesaid check shall be for the charge of the principal, without the supplier losing any rights.

**7. Payment**

7.1 Payment by the principal shall at all times take place within 14 days after the invoice date.

7.2 Any possibility of the principal to set off any invoice amounts due to the supplier against claims he thinks to have on the supplier, is excluded by the parties. The right of the principal to suspend payment of any amount due by him to the supplier is also excluded.

7.3 In case of any untimely payment, the principal shall be due to the supplier a contractual interest of 1% per month or part of a month on all amounts still due, with a minimum of EUR 250 (two hundred and fifty Euros).

7.4 If the principal in spite of repeated reminders continues to be in default with any payment and the supplier for that reason has to hand over the claim for collection to a debt-collection agency, the principal shall be due extra-judicial costs of collection equal to 15% of the amounts still due.

7.5 If the principal after he has defaulted makes any payment to the supplier, the relevant payment shall first be deducted from any extra-judicial costs of collection due, then from the contractual interest

- that is due to the principal and finally from the principal sum due.
- 7.6 If the principal for longer than 1 month is in default with paying outstanding invoices, the supplier shall have the right to suspend all activities he or his associated operating companies perform for the principal.
- 8. Complaints**
- 8.1 Complaints with regard to the activities performed by the supplier and/or the invoice amount will have to be submitted to the supplier in writing within 30 days after the performed activities, or after the sending date of the invoice, documents or information about which the principal complains, or within 30 days after the discovery of the defect if the principal demonstrates that he reasonably could not have detected or discovered the defect earlier.
- 8.2 Complaints as referred to in the first paragraph shall not suspend the payment obligation of the principal.
- 8.3 In case of a justified complaint (this at the discretion of the supplier) the supplier shall have the choice between adapting the charged invoices, free of charge improving or performing again the disapproved activities, or not or no longer performing the commission in full or in part against a proportional refund of the already paid invoices.
- 9. Reservation of ownership**
- 9.1 The supplier reserves the ownership of all goods that he within the framework of an agreement with the principal delivers to the principal, until the principal has fully performed all of his financial obligations towards the supplier under the relevant agreement and under any earlier and later agreements with the supplier. Likewise the supplier shall continue to be the party entitled with regard to all immaterial goods he has to hand over to the principal within the framework of any agreement as long as the principal has not performed all of his obligations under the relevant agreement and any earlier and later agreements with the supplier.
- 9.2 If the supplier within the framework of any agreement with the principal has to transfer any copyrights or other intellectual property rights to the principal, these rights shall continue to be reserved to the supplier until the principal has performed all obligations under the agreement and under any earlier and later agreements with the supplier.
- 9.3 The principal shall, if he at any time fails in the performance of any obligation towards the supplier under any agreement with the principal, be held to make available to the supplier all items and immaterial goods on which a reservation of ownership of the supplier rests. The principal herewith already now for then authorises the supplier to access and enter the commercial spaces and premises of the principal in order to (have others) take away any items and immaterial goods on which a reservation of ownership of the supplier rests.
- 10. Intellectual property rights and other ownership rights**
- 10.1 Unless agreed otherwise, all intellectual property rights arising from the commission - including the patent right, the trade mark right, the drawing right and the model right, the copyright and the portrait right - shall accrue to the supplier. If such a right can be only obtained by an application for registration or by a registration, exclusively the supplier shall be authorised to do so.
- 10.2 Unless agreed otherwise, the commission shall not include carrying out an investigation into the existence of the patent right, the trade mark right, the drawing right, the model right, the copyright and the portrait right of third parties. The same shall apply to any investigation into the possibility of such forms of protection for the principal.
- 10.3 Unless the work is not suited for that, the supplier shall at all times have the right to state or remove his name on or with the work, and the principal shall without preceding permission not be permitted to make the work public or to multiply it without stating the name of the supplier.
- 10.4 Unless agreed otherwise, that which has been achieved within the framework of the commission by the supplier (such as the ideas, the documents, the models, the prototypes and the designs), shall remain the property of the supplier, irrespective of whether these have been handed over to the principal or to third parties.
- 10.5 At the request of the supplier the principal shall grant a right of pledge to the supplier on all goods that within the framework of the performance of the agreement with the supplier are or have been handed over in the possession of the principal by the supplier, this by way of further security of all that which the principal may be due to the supplier in any capacity and for any reason, including debts that are not payable on demand.
- 11. Liability/Indemnification**
- 11.1 The total liability of the supplier because of any imputable failure in the performance of the agreement shall be limited to compensation of direct damage up to at most the amount of the price stipulated for that agreement (excluding VAT). If the agreement is mainly a continuing performance agreement with a term of more than one year, the price stipulated for that agreement shall be set at the total of the compensations (excluding VAT) stipulated for one year. Under no circumstances the total compensation for direct damage shall amount to more than EUR 500,000.00 (five hundred thousand Euros), however. Direct damage shall exclusively include:
- reasonable costs that the principal would have to incur in order to let the performance of the supplier meet the agreement; this replacement damage is not compensated, however, if the agreement is dissolved by or on demand of the principal;
  - reasonable costs incurred for determining the cause and the scope of the damage, in so far as the determination relates to direct damage as referred to in these general conditions;
  - reasonable costs incurred for preventing or restricting damage, in so far as the principal demonstrates that these costs have led to a restriction of any direct damage as referred to in these general conditions.
- 11.2 Liability of the supplier for indirect damage, consequential damage, loss of profits, missed savings, reduced goodwill, damage caused by interruptions of operations, damage resulting from claims of customers of the principal, distortion or loss of data, damage connected with the use of materials or software of third parties prescribed by the principal to the supplier, damage connected with calling in the assistance of third parties prescribed by the principal to the supplier, and all other forms of damage mentioned in clause 11.1 and clause 11.2, due to any cause, shall be excluded.
- 11.3 The restrictions mentioned in clause 11.1 and clause 11.2 shall expire if and in so far as the damage is the consequence of intent or gross negligence of the supplier.
- 11.4 The liability of the supplier because of any imputable failure in the performance of an agreement shall in all cases only arise if the principal forthwith and properly places the supplier in default in writing, in which a reasonable period is set to remedy the failure in the performance, and the supplier also after expiry of that period continues to fail in the performance of his obligations. The notification of default must contain an as complete and detailed description of the failure in the performance as possible, so that the supplier will be able to respond adequately.
- 11.5 A condition for the creation of any entitlement or right to damages shall always be that the principal reports the damage as soon as possible after the creation thereof in writing to the supplier. Any claim for damages against the supplier shall expire by the mere lapse of 12 months after the creation of the claim.
- 11.6 The principal shall indemnify the supplier from and against all claims of third parties in connection with (the implementation of) any agreement that the parties have concluded with each other.
- 11.7 The provisions set forth in this clause shall also apply in favour of all (legal) persons called in by the supplier in the implementation of the agreement.
- 12. Cancellation and termination**
- 12.1 The supplier shall have the right to cancel the agreement with the principal with immediate effect if the principal is bankrupt, if a suspension of payments has been granted to the principal, or if the principal has discontinued his business operations. The supplier shall never be held to pay any damages because of this cancellation.
- 12.2 As a result of the cancellation the claim of the supplier on the principal shall become immediately due and payable. The principal shall furthermore be liable for the damage suffered by the supplier, inter alia consisting of loss of turnover in the remaining term of the agreement.
- 12.3 If the principal wishes to terminate the agreement in the interim whereas this was not agreed, or if the principal demands that the supplier suspends his provision of services because of factors that do not regard the nature of the performance of the supplier, the principal shall be due a compensation to the supplier which may inter alia consist of a compensation for the loss of turnover of the supplier during the remaining term of the agreement. The supplier furthermore reserves the right in that case to claim compensation of the actual loss or damage incurred by him.
- 13. Force majeure**

- 13.1 Without prejudice to article 6:75 of the Netherlands civil code, force majeure shall include any circumstance that prevents the performance of the obligation and that reasonably cannot be attributed to the supplier.
- 13.2 The supplier who expects that he will fail in the performance because of force majeure shall notify this expectation to the principal in writing forthwith.
- 13.3 If the supplier due to force majeure cannot perform the agreement, he may without any obligation to pay damages and without prejudice to his further rights, suspend the agreement or dissolve it without interference of the courts.
- 13.4 If the supplier at the commencement of the force majeure has already partially performed his obligations, or can only partially perform his obligations, he shall have the right separately to invoice the already carried out part or the part that can be carried out, and the principal shall be held to pay this invoice as if it regarded a separate contract.
- 14. Confidentiality**
- 14.1 The parties shall be held to keep secret all confidential information they have obtained within the framework of the agreement from each other or from any other source. Information shall be qualified as confidential if the confidentiality has been stated by the other party, or if this arises from the nature of the information. This obligation applies both during the term of the agreement and after the termination thereof.
- 14.2 The party who receives confidential data shall only use it for the purposes for which it was provided.
- 14.3 At the termination of a commission the parties shall be held forthwith to return all information obtained on account of that commission, including written documents, database files and business assets, to the original owner.
- 15. Taking over staff**
- 15.1 The principal obliges himself during the term of the agreement as well as during a period of one year after the end of the agreement to maintain no direct or indirect labour or service provision relationship with employees of the supplier nor with third parties called in by the supplier within the framework of the present agreement, save after having obtained the prior written permission of the supplier and after payment of a compensation to be agreed upon further.
- 16. Penalty clause**
- 16.1 In case of any breach of clause 14 and clause 15, the principal shall be due to the supplier an immediately due and payable fine of EUR 5,000 (five thousand Euros) per day and, if applicable, per employee, that the breach continues.
- 17. Governing law and competent court**
- 17.1 All agreements between the principal and the supplier shall always be governed by Dutch law. Any disputes arising from or connected with the commission/agreement to which the present general conditions apply, as well as disputes regarding the present general conditions shall exclusively be submitted for settlement to the competent court in Utrecht, the Netherlands.
- 18. Miscellaneous**
- 18.1 The principal shall not be permitted to transfer any right from an agreement concluded with the supplier to third parties, otherwise than at a transfer of his entire enterprise.

## II. CONDITIONS FOR CONSULTANCY, SECONDMENT AND PROJECTS

The provisions contained in this chapter "Conditions for consultancy, secondment and projects" shall apply in addition to the general provisions of the present general conditions (I) if the supplier provides services in the form of consultancy, secondment, lending employees, interim management, freelancers or any other form of activity in which staff members, employees, freelancers or interim managers (hereinafter all referred to as: "employees") of operating companies of Conclusion or employees hired by those operating companies who are used for or in principals. These provisions shall not prejudice the provisions incorporated in the agreement regarding specific services. In case of conflict with any provision of the general provisions, the special provision of the present conditions shall prevail.

### 1. Implementation

1.1 The supplier has the obligation to perform the agreed activities to the best of his knowledge and ability, with the assistance of expert and skilled employees, but he shall have no obligation to guarantee the result of the agreed activities, unless expressly agreed in writing.

1.2 If the present special provisions contain stipulations on behalf of employees of the supplier, these shall also apply to third parties called in by the supplier. The supplier reserves the right, if he considers this necessary and under his responsibility, to have third parties carry out the commission in full or in part. Clause 5 of the general provisions (I) shall be applicable *mutatis mutandis*.

1.3 If the provision of services will take place in contractual phases, the supplier may suspend the commencement of the services that belong to a next phase until the principal has approved the results of the preceding phase in writing.

1.4 The supplier shall inform the principal as soon as possible if a change of or supplement to the agreement agreed between the parties affects the time of completion of the provision of the services. If in the agreement a fixed price has been agreed for the service, the supplier shall inform the principal in advance, if the change of or supplement to the agreement to be agreed further has as its result that the agreed price will be exceeded.

### 2. Selection

2.1 The supplier shall select the employee on the basis of the capacities and skills of the employee on the one side, and on the basis of the information provided by the principal to the supplier regarding the activities to be instructed on the other side.

2.2 If the employee does not meet the expectations of the principal, the principal shall be held, while stating well-founded reasons, to notify the supplier thereof within 5 working days after the commencement of the activities. After this period the supplier shall no longer be liable if the employee no longer meets the expectations of the principal.

2.3 If the principal has selected the employee, the supplier shall not be liable if the employee does not meet the expectations of the principal.

### 3. Replacement

3.1 The employee mentioned in the agreement shall perform the activities for the principal personally. Unless agreed otherwise, the supplier shall have the right to replace a replaceable employee by another equivalent employee.

3.2 If during the implementation of the activities it appears that for a proper implementation a higher qualified employee is required, the supplier shall have the right, after consultation with the principal, to call in the assistance of a higher qualified employee against the rate applying for that position.

### 4. Good commissioning practice

4.1 The principal shall towards the employee behave in the same careful manner as he is held to do towards his own employees.

4.2 The principal may only use the employee in deviation from that which has been provided in the commission and in the present general conditions if the supplier has expressly agreed with that in writing in advance. The aforesaid agreement may be made subject to conditions.

4.3 The principal shall not be permitted to let the employee do work outside the Netherlands without the prior express written consent of the supplier. For obtaining this consent the principal shall in any case notify the supplier of the country, the place and the nature of the activities and the estimated duration of the stay abroad.

4.4 If the employee performs activities at the office of the principal or at

another location to be determined in mutual consultation, the principal shall enable the employee to perform his activities properly by providing the employee free of charge with adequate space and facilities, this in accordance with the legislation concerning working conditions.

### 5. Composition of project team and collaboration of the principal

5.1 The supplier shall have the right, after consultation with the principal, to change the composition of the project team if he is of the opinion that this is necessary or advisable for the implementation of the commission. The aforesaid change must not reduce the expertise of the project team, nor adversely affect the continuity of the implementation of the commission.

5.2 If the principal for well-founded reasons desires a modification of the project team because he is of the opinion that this is in the interest of a proper implementation of the commission, the supplier shall meet the request, without prejudice to the provisions set forth in clause 6.2.

5.3 Modifications in the composition of the project team at the request of the supplier must not lead to an excess of the agreed amount or estimated or agreed maximum established for the commission.

5.4 The principal shall be held to appoint a representative who shall for a proper implementation of the activities maintain the contacts with the representative designated by the supplier.

5.5 The principal shall both at the commencement of the activities and during the progress thereof and without costs for the supplier render full collaboration to the implementation of the agreement. The principal shall at all times provide the supplier in a timely manner with all data and information deemed useful and necessary, and shall make them available to the supplier, in order to enable the supplier to carry out the activities properly.

5.6 The principal shall be responsible for the use and a proper application in his organisation of the services to be rendered by the supplier as for the appliances to be used in that, of whatever nature, and for the safety and security thereof.

5.7 If the principal (contractually) makes equipment, materials or data on information carriers available, these will have to meet the specifications that are necessary for the activities. If the supplier cannot in a timely manner or in accordance with that which has been agreed dispose of the aforesaid equipment, materials and data that in his opinion are necessary for the activities, or if the principal otherwise fails to perform his obligations, this may lead to a suspension of the implementation of the agreement to which the provisions set forth in clause 6.4 of the general provisions (I) shall apply.

### 6. Obstructions in the implementation of the commission

6.1 If during the implementation of the commission it appears that circumstances obstruct or threaten to obstruct a proper implementation, or if with one of the parties serious doubts arise with respect to the reasonably to be expected qualitative result within the agreed fee and run-through time, the relevant party shall be held to notify the other party thereof in writing forthwith.

6.2 If the provisions set forth in clause 6.1 apply, consultation shall take place between the principal and the supplier. If the result of the consultation implies modifications in the original agreement, these will have to be confirmed by both parties in writing.

### 7. Subsequent commission

7.1 If from the agreement a subsequent commission arises, the principal shall grant it to the supplier under terms and conditions and against compensations to be agreed as then, unless expressly agreed otherwise in writing.

### 8. Working hours and overtime

8.1 The working hours/working days of the employees used by the supplier shall be determined in mutual consultation between the supplier and the principal, and the supplier shall in so far as possible take into account the arrangements made at the principal.

8.2 Unless agreed otherwise in writing, the rate shall be based on workable hours per day. The days that the employee is present or works at or for the principal shall be charged per hour.

8.3 Hours or days on which the employee cannot carry out any activities due to causes in the organisation of the principal or that may otherwise be attributed to the principal, shall be charged to the principal as worked hours.

8.4 All costs that regard worked overtime and extra work by an employee shall be for the charge of the principal. There shall be overtime if

activities are performed above the number of hours set in the agreement. If the number of hours has not been agreed, there shall be overtime if activities are performed above the working hours per day, per week or per month that are usual in the relevant sector.

8.5 For overtime and work on Saturdays, Sundays and official holidays a surcharge on the agreed rate shall be due to the supplier. The surcharges shall be charged by the supplier on the basis of the arrangement as it applies at the principal, or on the basis of a rate agreed between the parties.

8.6 The principal shall indemnify the supplier from and against any violations of the rules and regulations applying to the working times at the location of the principal.

## **9. Holidays and leave**

9.1 The employee shall during this agreement be entitled to vacation days and leave hours. Vacation days and leave hours shall be taken in mutual consultation between the employee and the principal, as much as possible in accordance with the arrangements that are usual at the principal. Registration of vacation days and leave hours shall be done by and at the supplier.

## **10. Force majeure**

10.1 Without prejudice to article 6:75 of the Netherlands civil code, force majeure shall be any circumstance that prevents the performance of the obligation and that reasonably cannot be attributed to the supplier. Circumstances that may cause force majeure inter alia are conflicts of interest, incapacity for work or death of an irreplaceable employee and a general shortage of goods or services that are required for the agreed performance.

10.2 If the supplier expects he will fail in the performance due to force majeure, he shall be held to notify the principal of this expectation in writing forthwith.

10.3 If the supplier due to force majeure cannot perform the agreement, he may without any obligation to pay damages and without prejudice to any further rights accruing to him, suspend the agreement or dissolve the agreement without interference of the courts.

10.4 If the supplier at the commencement of the force majeure has already partially performed his obligations, or can only partially perform his obligations, he shall have the right to invoice the part that has already been or that can be performed separately, and the principal shall be held to pay this invoice as if it regarded a separate contract.

10.5 In case of impediment of the employee due to sickness, an accident or otherwise, the supplier shall notify the principal thereof forthwith. In so far as the nature of the activities that are to be performed allow the same, the supplier shall within a reasonable period see to it that the employee is replaced.

### III CONDITIONS FOR ICT SERVICE

In this chapter, "Conditions for ICT services" mentioned provisions are in addition to the general provisions of these present terms and conditions (I) applicable. On all services and supplies of Conclusion B.V. or one of its subsidiaries, which relate to ICT services in general, including among others the advice in the field of ICT services, software development, supply of software and hardware and its implementation the Fenit conditions, including any future modifications, apply. The FENIT-conditions are registered at the Clerk of the Court's office in The Hague on June 3<sup>rd</sup> 2003 underneath number 60/2003. Below you will find the FENIT-conditions.

These provisions apply next to provisions in an agreement related to specific services.

In case of conflict with any provision of the general provisions of Conclusion B.V. (I), the special provision of present conditions shall prevail.

#### 1. Offers of agreement

1.1 These general terms and conditions shall apply to all offers, legal relationships and agreements under which the supplier provides goods and/or services of whatever nature to the principal. Deviations from and additions to these general terms and conditions shall only be valid if they have been expressly agreed in writing.

1.2 All offers and other statements by the supplier shall be without obligation, unless the supplier expressly indicates otherwise in writing. The principal warrants the accuracy and completeness of the measurements, requirements, performance specifications and other data on which the supplier bases its offer and which have been stated by or on behalf of the principal to the supplier.

1.3 The application of the principal's purchasing or other terms and conditions is expressly rejected.

1.4 If any provision of these general terms and conditions is null and void or annulled, the other provisions of these general terms and conditions shall remain in full force.

1.5 The supplier may always state additional requirements concerning communication between the parties or performance of legal acts by e-mail.

#### 2. Price and payment

2.1 All prices shall be exclusive of turnover tax (VAT) and other levies imposed by the government.

2.2 If the principal must make regular payments, the supplier shall be entitled to adjust the applicable prices and rates by providing written notice at least three months in advance. If the principal does not wish to agree to such an adjustment, the principal shall, within thirty days after the notice, be entitled to terminate the agreement before the date on which the adjustment would have become effective.

2.3 The parties shall record in the agreement the date or dates on which the supplier shall charge the principal the fee for the agreed performance. The principal shall pay invoices in accordance with the payment conditions stated on the invoice. In the absence of a specific provision, the principal shall pay within thirty days after the invoice date. The principal shall not be entitled to set off or to suspend a payment.

2.4 If the principal does not pay the amounts owed in a timely manner, the principal shall owe legal interest on the outstanding amount, without any written demand or notice of default being necessary. If the principal still does not pay the claim after written demand or notice of default, the supplier can pass on the claim for collection, in which case the principal shall, in addition to the total amount owed then, be obliged to pay for all in-court and out-of-court expenses, including expenses charged by external experts in addition to the costs determined at law. The principal shall also owe the expenses incurred by the supplier in regard to unsuccessful mediation if the principal is ordered by a judgment to pay the outstanding amount in full or in part.

#### 3. Confidential information, taking over employees and privacy

3.1 Each of the parties warrants that all of the information received by the other party which is known to be or should be known to be confidential in nature shall remain secret, unless a legal obligation mandates disclosure of that information. The party receiving the confidential information shall only use it for the purpose for which it has been provided. Information shall in any event be considered confidential if it is designated by either of the parties as such.

3.2 During the term of the agreement and for one year after it is terminated, each of the parties shall not, unless it receives prior written permission from the other party, take on employees of the other party who are or were involved in executing the agreement or

otherwise have these employees work for it, directly or indirectly. As the occasion arises, the supplier shall not withhold the permission concerned if the principal has offered appropriate compensation.

3.3 The principal shall indemnify the supplier against claims by persons whose personal data has been recorded or processed in connection with a register of persons maintained by the principal or for which the principal is responsible under law or otherwise, unless the principal proves that the facts underlying the claim are solely imputable to the supplier.

#### 4. Retention of title and rights, specification and possessory lien

4.1 All objects delivered to the principal shall remain the supplier's property until all amounts owed by the principal for the objects delivered or to be delivered or work performed or to be performed under the agreement, as well as all other amounts which the principal owes due to a breach of its payment obligation, have been paid fully to the supplier. A principal acting as a reseller may sell and re-deliver all items subject to the supplier's retention of title insofar as that is common in connection with its normal business operations. If the principal creates a new object wholly or partly from the objects delivered by the supplier, the principal shall create that object solely for the supplier and the principal shall hold the newly created object for the supplier until the principal has paid all amounts owed under the agreement; in that event, the supplier shall possess all rights as the owner of the newly created object until the time the principal makes full payment.

4.2 As the occasion arises, rights shall always be granted or transferred to the principal on the condition that the principal pays the agreed fees fully and in a timely manner.

4.3 Notwithstanding any delivery obligation, the supplier may maintain possession of the objects, products, proprietary rights, information, documents, databases and interim or other results of the supplier's services which have been received or generated in connection with the agreement until the principal has paid all amounts owed to the supplier.

#### 5. Risk

5.1 The risk of loss or theft of or damage to objects, products, software or data which are the subject of the agreement shall pass to the principal at the time they have been placed at the actual disposal of the principal or an assistant used by the principal.

#### 6. Intellectual or industrial property rights

6.1 All intellectual and industrial property rights to software, websites, databases, equipment or other materials developed or provided under the agreement, such as analyses, designs, documentation, reports, offers, as well as preparatory materials in that regard, shall be held solely by the supplier, its licensors or its suppliers. The principal shall only acquire the rights of use expressly granted in these terms and conditions and by law. Any other or more extensive right of the principal to reproduce software, websites, databases or other materials shall be excluded. A right of use to which the principal is entitled shall be non-exclusive and non-transferable to third parties.

6.2 If, in deviation from article 6.1, the supplier is prepared to undertake to transfer an intellectual or industrial property right, such an obligation may only be entered into expressly in writing. If the parties expressly agree in writing that intellectual or industrial property rights regarding software, websites, databases, equipment or other materials specifically developed for the principal shall be transferred to the principal, this shall not affect the supplier's right to apply and to use, either for itself or for third parties, the parts, general principles, ideas, designs, documentation, works, programming languages and the like underlying that development, without any limitation on other purposes. Nor shall a transfer of intellectual or industrial property rights affect the supplier's right to undertake developments for itself or third parties which are similar to those done for the principal.

6.3 The principal shall not be allowed to remove or modify any designation concerning the confidential nature or concerning copyrights, trademarks, business names or other intellectual or industrial property rights from the software, websites, databases, equipment or materials.

6.4 The supplier shall be allowed to take technical measures to protect the software or with a view to agreed restrictions in the duration of the right to use the software. The principal shall not be allowed to remove or evade such a technical measure. If security measures result in the principal being unable to make a back-up copy of software, the supplier shall provide the principal with a back-up copy upon request.

6.5	Unless the supplier provides a back-up copy of the software to the principal, the principal may make one back-up copy of the software, which may only be used to protect against involuntary loss of possession or damage. The back-up copy may only be installed after involuntary loss of possession or damage. A back-up copy must have the same labels and copyright designations as are present on the original version (see article 6.3).	7.3	security procedures and proper system management.  If the principal furnishes software, websites, materials, databases or data to the supplier on a data carrier, this carrier shall meet the specifications prescribed by the supplier.
6.6	Subject to the other provisions of these general terms and conditions, the principal shall be entitled to correct errors in software provided to it if that is necessary for the intended use of the software. In these general terms and conditions, "errors" shall mean a substantial failure to meet the functional or technical specifications stated in writing by the supplier and, in the case of custom-made software and websites, the functional or technical specifications expressly agreed between the parties in writing. An error shall only exist if the principal can prove it and if it can be reproduced. The principal shall be obliged to notify the supplier of errors immediately.	7.4	If the principal does not provide the supplier with the data, equipment, software or employees necessary to execute the agreement, or does not provide this in a timely manner or in accordance with the agreements made, or if the principal otherwise does not fulfil its obligations, the supplier shall be entitled to suspend execution of the agreement in whole or in part, and it shall be entitled to charge the ensuing expenses in accordance with its usual rates, all of this without prejudice to the supplier's right to exercise any other legal right.
6.7	The supplier shall indemnify the principal against any third-party cause of action based on the claim that software, websites, databases, equipment or other materials developed by the supplier itself infringe an intellectual or industrial property right applicable in The Netherlands, on the condition that the principal immediately inform the supplier in writing about the existence and substance of the cause of action and let the supplier handle the matter completely, including with respect to agreeing to any settlements. To that end, the principal shall provide the necessary powers of attorney, information and cooperation to the supplier to defend - if necessary, in the principal's name - against these causes of action. This indemnification obligation shall be extinguished if the alleged infringement relates (i) to materials provided by the principal to the supplier for use, adaptation, processing or incorporation, or (ii) to changes the principal has made or caused third parties to make to the software, website, databases, equipment or other materials. If it has been established in court as an incontrovertible fact that the software, websites, databases, equipment or other materials developed by the supplier itself infringe any intellectual or industrial property right held by a third party or if, in the supplier's judgment, it is likely that such infringement will occur, the supplier shall, if possible, ensure that the principal can continue to have undisturbed use of the delivered objects, or functionally equivalent other software, websites, equipment or the other materials concerned, for example, by modifying the infringing parts or by acquiring a right of use for the principal. If, in its exclusive judgment, the supplier cannot ensure or cannot ensure except in a manner that is unreasonably burdensome (financially or otherwise) for it that the principal can continue to have undisturbed use of the delivered objects, the supplier shall take back the delivered objects, with crediting of the acquisition costs minus a reasonable user's fee. The supplier shall not make its choice in this regard until after the principal has been consulted. Any other or more extensive liability or indemnification obligation on the supplier's part due to the infringement of a third party's intellectual or industrial property rights shall be completely excluded, including liability and indemnification obligations on the supplier's part for infringements caused by using the software, websites, databases, equipment and/or materials delivered (i) in any form not modified by the supplier, (ii) in connection with objects or software not delivered or furnished by the supplier or (iii) in another manner besides that for which the equipment, software, websites, databases and/or other materials were developed or intended.	7.5	In the event that employees of the supplier perform work on-site at the principal's, the principal shall provide the facilities reasonably desired by those employees free of charge, such as a working space with computer and telecommunications facilities. The working space and facilities shall comply with all applicable statutory and other requirements and provisions concerning working conditions. The principal shall indemnify the supplier against claims by third parties, including the supplier's employees, who, in executing the agreement, suffer injury which is the result of acts or omissions by the principal or of unsafe situations in its organisation. The principal shall provide timely notice to the supplier's employees to be utilised of the company and security rules applicable within its organisation.
6.8	The principal warrants that there are no third-party rights which are inconsistent with providing the supplier with equipment, software, materials intended for websites (visual material, text, music, domain names, logos etc.), databases, or other materials, including draft material, intended for use, adaptation, installation or incorporation (for example, in a website). The principal shall indemnify the supplier against any action based on the claim that such provision, use, adaptation, installation or incorporation infringes a third-party right.	7.6	If, in executing the agreement, telecommunications facilities, including the internet, are used, the principal shall be responsible for properly selecting these and making them available in a timely and sufficient manner, except for those facilities directly used and managed by the supplier. The supplier shall never be liable for damage or expenses due to transmission errors, malfunctions or the non availability of these facilities, unless the principal proves that this damage or these expenses resulted from intentional acts or omissions or gross negligence on the part of the supplier or its managers. If telecommunications facilities are used in executing the agreement, the supplier shall be entitled to assign access or identification codes to the principal. The supplier may change the assigned access or identification codes. The principal shall treat the access codes as confidential and with due care and shall only disclose them to authorised employees. The supplier shall never be liable for damage or expenses resulting from misuse of access or identification codes.
7.	<b>Cooperation by the customer; telecommunications</b>	<b>8.</b>	<b>Delivery periods</b>
7.1	The principal shall always furnish the supplier in a timely manner with all data or information which is useful and necessary to execute the agreement properly and provide full cooperation, including furnishing access to its buildings. If the principal utilises its own employees in cooperating in the execution of the agreement, these employees shall possess the necessary know-how, experience, abilities and characteristics.	8.1	All delivery and other periods stated or agreed by the supplier have, to the best of its knowledge, been determined based on data known to the supplier when it entered into the agreement. The supplier shall properly exert its best efforts to observe agreed delivery and other periods as much as possible. The mere fact that a stated or agreed delivery or other period has been exceeded shall not cause the supplier to be in default. In all cases, hence, even if the parties have expressly agreed on a firm date in writing, the supplier shall not be in default because of a time period being exceeded until the principal has provided it with a written notice of default. The supplier shall not be bound by firm or non-firm delivery or other periods which can no longer be met on account of circumstances beyond its control which have occurred after the agreement was concluded. Nor shall the supplier be bound by firm or non-firm delivery periods if the parties have agreed to modify the substance or scope of the agreement (additional work, change in specifications etc.). If any period threatens to be exceeded, the supplier and principal shall consult with each other as soon as possible.
7.2	The principal shall bear the risk of selecting, using and applying in its organisation the equipment, software, websites, databases and other products and materials and the services to be provided by the supplier, and shall also be responsible for the monitoring and	<b>9.</b>	<b>Termination of the agreement</b>
		9.1	Each of the parties shall only be entitled to rescind the agreement if the other party imputably fails to perform material obligations under the agreement - in all cases, after having received a proper written notice of default which is as detailed as possible and in which it has been given a reasonable time period to remedy the breach.
		9.2	If an agreement which, by its nature and substance, not ends by completion and has been entered into for an indefinite period of time, each of the parties may terminate the agreement by written notice after proper consultation and with a statement of reasons. If the parties have not agreed on an express notice period, a reasonable notice period must be observed in terminating the agreement. The parties shall never be liable for damages for terminating the agreement.
		9.3	In deviation from what has been provided for by statute in this regard through directory law, the customer may only terminate a

	services agreement in the cases stated in these terms and conditions.		product or system which has been delivered by the principal to a third party and which partly consisted of equipment, software or other materials delivered by the supplier, except if and insofar as the principal proves that the damage or injury was caused by that equipment, software or other materials.
9.4	Each of the parties may partly or completely terminate the agreement in writing with immediate effect and without a notice of default if the other party is granted a provisional or non-provisional suspension of payments, if a petition for liquidation is filed with regard to the other party or if the other party's business is wound up or terminated for other reasons besides a business reconstruction or merger. The supplier shall never be obliged on account of this termination to refund funds already received or to pay damages. In the event of the principal's liquidation, the right to use software provided to the principal shall be extinguished by law.	10.8	The provisions in this article shall also apply for the benefit of all legal and natural persons utilised by the supplier in executing the agreement.
		<b>11.</b>	<b>Force majeure</b>
9.5	If, at the time of the rescission referred to in article 9.1, the principal has already received performance in connection with execution of the agreement, this performance and the related payment obligation shall not be cancelled, unless the principal proves that the supplier is in default with regard to that performance. Amounts which the supplier has invoiced before the rescission in connection with what it has already properly performed or delivered to execute the agreement shall, subject to the provisions in the preceding sentence, continue to be owed in full and shall be immediately payable at the time of rescission.	11.1	A party shall not be obliged to perform any obligation if it is prevented from doing so by a situation of force majeure. "force majeure" shall also include a situation of force majeure for the supplier's suppliers, improper performance of obligations by supplier prescribed by the principal for the supplier, as well as defects in objects, materials or software of third parties which the principal has required the supplier to use.
		11.2	If a situation of force majeure lasts for more than 90 days, the parties shall be entitled to terminate the agreement by rescinding it in writing. What has already been performed pursuant to the agreement shall in that case be settled proportionately, without the parties otherwise owing each other anything.
<b>10.</b>	<b>The supplier's liability; indemnity</b>	<b>12.</b>	<b>Applicable law and disputes</b>
10.1	The supplier's total liability for imputably failing to perform the agreement shall be limited to compensating direct damage, up to at most the amount of the price (exclusive of VAT) stipulated for that Agreement. If the Agreement is primarily a continuing agreement with a term exceeding of one year, the price stipulated for the agreement shall be set at the total of the fees (exclusive of VAT) stipulated for one year. The total compensation for direct damage shall not, however, in any case exceed EUR 500,000 (five hundred thousand Euro's). "Direct damage" shall solely mean: a. reasonable expenses which the principal would have to incur to make the supplier's performance conform to the agreement; this alternative damage shall not be compensated, however, if the agreement is rescinded by or at the suit of the principal; b. reasonable expenses which the principal has incurred out of necessity to keep its old system or systems and related facilities operating longer because the supplier did not provide delivery on a firm delivery date which was binding for it, minus any savings resulting from the delay in delivery; c. reasonable expenses incurred to determine the cause and scope of the damage, insofar as the determination relates to direct damage within the meaning of these terms and conditions; d. reasonable expenses incurred to prevent or mitigate damage, insofar as the principal demonstrates that these expenses resulted in mitigation of direct damage within the meaning of these terms and conditions.	12.1	Dutch law shall govern the agreements between the supplier and the principal. The Vienna Sales Convention of 1980 shall not apply.
10.2	The supplier's liability for injury or damage through death or bodily injury or because of material damage to objects shall never exceed EUR 1,250,000 (one million two hundred and fifty thousand Euro's).	12.2	Disputes arising between the supplier and the principal in connection with an agreement concluded between the supplier and the principal or in connection with further agreements which arise under this shall be settled through arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes in The Hague, all of this without prejudice to the parties' right to request relief in interlocutory arbitration proceedings and without prejudice to the parties' right to take protective pre-judgment measures.
10.3	The supplier's liability for consequential damage, consequential loss, lost profits, lost savings, loss of goodwill, damage through business interruptions, damage ensuing from claims by the principal's principals, mutilation or loss of data, damage relating to the use of objects, materials or software of third parties prescribed by the principal for the supplier, damage relating to engagement of supplier's prescribed by the principal for the supplier and all other forms of damage or injury besides those mentioned in article 10.1 and 10.2, on any account whatsoever, shall be excluded.	12.3	In order to attempt to achieve an amicable resolution of an existing or potential future dispute, either party may always initiate IT mediation pursuant to the IT mediation regulations of the Foundation for the Settlement of Automation Disputes in The Hague. IT mediation pursuant to these regulations shall be based on mediation by one or more mediators. This procedure shall not result in a judgment which is binding on the parties. Participation in this procedure shall be voluntary. The provisions in this paragraph of this article shall not preclude a party which so desires from skipping the IT mediation procedure and immediately pursuing the dispute procedure mentioned in article 12.2.
10.4	The limitations mentioned in the preceding paragraphs of this article 10 shall not apply if and insofar as the damage or injury is the result of intentional acts or omissions or gross negligence by the supplier or its managers.		<b>COMPUTER SERVICES</b>
10.5	The supplier's liability because of an imputable failure to perform an agreement shall in all cases only arise if the principal immediately and properly provides a written notice of default to the supplier, with a reasonable time period for remedying the failure being given and the supplier still imputably failing to perform its obligations after that period as well. The notice of default must contain a description of the breach which is as complete and specific as possible, so that the supplier can respond adequately.		In addition to the general provisions in these present general terms and conditions, the provisions set forth in this chapter "Computer Services" shall apply if the supplier provides services in the area of computer services, including automated processing of data using software and equipment managed by the supplier.
10.6	For any right to damages to exist, the principal must always report the damage or injury to the supplier in writing as soon as possible after it occurs. Any claim to damages against the supplier shall be extinguished by the mere lapse of 24 months after the claim arises.	<b>13</b>	<b>Term</b>
10.7	The principal shall indemnify the supplier against all third-party claims because of product liability ensuing from a defect in a	13.1	If the agreement relates to providing computer services periodically or regularly, the agreement shall be entered into for the term agreed between the parties, in the absence of which a one-year term shall apply. The term of the agreement shall be tacitly extended each time by the length of the original period, unless the principal or the supplier terminates the agreement in writing with due observance of a notice period of three months before the end of the period concerned.
		<b>14</b>	<b>Performance of the work</b>
		14.1	The supplier shall only provide the computer services at the principal's instruction. If the supplier provides computer services pursuant to an authorised order from a government body regarding information of the principal or its employees, all related expenses shall be charged to the principal. The supplier shall provide the computer services with due care in accordance with the procedures and agreements recorded in writing with the principal.
		14.2	All data to be processed by the supplier shall be prepared and delivered by the principal in accordance with the conditions to be stated by the supplier. The principal shall bring the data to be processed to and pick up the results of the processing at the location where the supplier performs the computer services. Transport and transmission, in whatever manner, shall occur at the



- principal's expense and risk, even if they have been carried out or arranged by the supplier.
- 14.3 The principal warrants that all materials, data, software, procedures and instructions provided by it to the supplier to perform the computer services shall always be correct and complete and that all data carriers furnished to the supplier shall meet the supplier's specifications.
- 14.4 All equipment, software and other objects used by the supplier for the computer services shall remain the supplier's property or the subject of the supplier's intellectual and industrial property, even if the principal pays a fee for the supplier to develop or acquire them. The supplier may maintain possession of the products and data received from the principal and the results generated from the processing until the principal has paid all amounts owed to the supplier.
- 14.5 The supplier may modify the substance or scope of the computer services. If such modifications result in a change in the procedures applicable at the principal's, the supplier shall inform the principal as soon as possible and the principal shall be responsible for the costs of this change. The principal may terminate the agreement in that case by providing written notice no later than the date on which the modification becomes effective, unless this modification relates to changes in relevant legislation or other rules provided by competent authorities or the supplier assumes the costs of this modification.
- 14.6 The supplier shall, to the best of its ability, do its utmost to ensure that the software used by it to perform the computer services is adapted in a timely manner to amendments in the Dutch laws and regulations observed by it in connection with its services. Upon request, the supplier shall advise the principal at its usual rates with regard to the effects of these adaptations for the principal.
- 15. Security, privacy and retention periods**
- 15.1 The supplier shall comply with the statutory obligations which it has as a processor concerning its processing personal data. The supplier shall provide appropriate technical and organisational measures to protect personal and other data against loss or against any form of unlawful processing.
- 15.2 The principal warrants that all statutory provisions concerning processing personal data, including provisions in or under the Personal Data Protection Act, have been strictly observed and that all prescribed registrations have been carried out and all required consents to process personal data have been obtained. The principal shall provide the supplier immediately in writing with all requested information in this respect.
- 15.3 The principal shall indemnify the supplier against all third-party claims which may be filed against the supplier because of a violation of the Personal Data Protection Act and/or other laws concerning processing personal data which is not imputable to the supplier.
- 15.4 The principal shall indemnify the supplier against all claims of third parties, including government bodies, which may be filed against the supplier because of a violation of the laws concerning the statutory retention periods.
- 16. Guarantee**
- 16.1 The supplier shall not be responsible for checking the accuracy and completeness of the results of the computer services. The principal shall check these results itself after receiving them. The supplier does not warrant that the computer services shall be provided without errors or without interruptions. If defects in the results of the computer services are a direct consequence of products, software, data carriers, procedures or operating actions for which the supplier is expressly responsible under the agreement, the supplier shall repeat the computer services in order to fix these imperfections to the best of its ability, provided the principal notifies the supplier of these imperfections in writing and in detail as soon as possible, but no later than within one week after receiving the results of the computer services. Repetition shall only be done free of charge if the defects in the computer services are imputable to the supplier. If the defects cannot be imputed to the supplier and/or are the result of errors or imperfections on the principal's part, such as providing incorrect or incomplete information, the supplier shall charge the costs of any repetition to the principal according to its usual rates. If fixing the defects imputable to the supplier is not technically or reasonably possible, the supplier shall credit the amounts owed by the principal for the computer services concerned, without further or otherwise being liable to the principal. The principal shall not have any other rights because of defects in the computer services besides those described in these guarantee provisions.

## SERVICES

In addition to the general provisions in these general terms and conditions, the provisions set forth in this chapter "Services" shall apply, if the supplier provides services, such as giving advice, feasibility studies, consultancy, study programmes, courses, training sessions, support, secondment, hosting, the design, development, implementation or management of software, websites or information systems and services regarding networks. These provisions shall not affect the provisions included in these general terms and conditions concerning specific services, such as computer services, development of software and maintenance.

## 17 Performance

17.1 The supplier shall, to the best of its ability, do its utmost to perform the services with due care and, where appropriate, in accordance with the agreements and procedures recorded in writing with the principal. All of the supplier's services shall be performed on the basis of a best efforts obligation, unless and insofar as the supplier has expressly promised a result in the written agreement and the result concerned has also been described with sufficient definiteness. Any agreements concerning a service level must always be expressly agreed in writing.

17.2 If it has been agreed that the services shall be provided in stages, the supplier shall be entitled to postpone the start of the services which are part of a stage until the principal has approved the results of the preceding stage in writing.

17.3 In performing the services, the supplier shall only be obliged to follow timely and sensible instructions of the principal if this has been expressly agreed in writing. The supplier shall not be required to follow instructions which change or supplement the substance or scope of the agreed services; if such instructions are followed, however, the work in question shall be compensated pursuant to article 18.

17.4 If a services agreement has been entered into with a view to performance by a particular person, the supplier shall always be entitled to replace this person after consultation with the principal with one or more other persons with the same qualifications.

17.5 In the absence of an expressly agreed invoicing schedule, all amounts relating to services provided by the supplier shall be owed once every calendar month in arrears.

## 18 Modification and additional work

18.1 If, at the request of or with prior consent from the principal, the supplier has performed work or rendered other performance which goes beyond the substance or scope of the agreed services, the principal shall pay for that work or performance according to the supplier's usual rates. Expanding or modifying a system analysis, a design or specifications shall also constitute additional work. The supplier shall never be obliged to satisfy such a request, and it may require that a separate written agreement be concluded.

18.2 The principal accepts that work or performance as referred to in article 18.1 may affect the agreed or expected time of completion of the services and the mutual responsibilities of the principal and supplier. The fact that additional work (or the demand for it) arises during execution of the agreement shall never be a ground for the principal to rescind or terminate the agreement.

18.3 Insofar as a set price has been agreed for the services, the supplier shall, upon request, inform the principal in writing in advance about the financial consequences of the extra work or performance.

## 19 Study programmes, courses and training sessions

19.1 Insofar as the services by the supplier consist of providing a study programme, course or training session, the supplier may always demand payment of the amount owed before it begins to provide these services. The supplier's normal rules shall govern the consequences of cancellation of participation in the study programme, course or training session.

19.2 If the number of registrations justifies doing so in the supplier's judgment, the supplier shall be entitled to combine the study programme, course or training session with one or more other study programmes, courses or training sessions, or to have them take place at a later date or a later time.

## 20 Secondment

20.1 There shall be secondment within the meaning of these terms and conditions if the supplier makes an employee (hereinafter: "the

	seconded employee") available to the principal in order to have this employee perform work under the principal's supervision, management and/or direction.		principal and install it as much as possible in accordance with the specifications recorded in writing, with installation only occurring if installation by the supplier has been agreed in writing. In the absence of express agreements in this regard, the principal itself shall install, set up, design parameters for and tune the software and, if necessary, adjust the equipment and user environment used in this connection. Unless expressly otherwise agreed, the supplier shall not be required to convert data.
20.2	The supplier shall exert its best efforts to ensure that the seconded employee remains available for the term of the agreement, notwithstanding the provisions in article 17.4 concerning replacement.		
20.3	The principal shall be entitled to request replacement of the seconded employee (i) if the seconded employee demonstrably does not meet expressly agreed quality requirements and the principal provides written notice of this to the supplier within three working days after the work commences, or (ii) if the seconded employee experiences a long-term illness or leaves the supplier's employment. The supplier shall immediately address the request, making it a priority. The supplier does not warrant that replacement shall always be possible. If replacement is not or not immediately possible, the principal's claims to further performance of the agreement as well as all claims of the principal on account of non-performance of the agreement shall be extinguished. The principal's payment obligations concerning the work performed shall continue to exist.	22.2	If an acceptance test has been agreed, the test period shall be 14 days after delivery or, if installation by the supplier has been agreed in writing, after the installation is completed. The principal shall not be allowed to use the software for productive or operational purposes during the test period. The supplier may always require, hence, even if this has not been expressly agreed, that the principal performs a proper test of sufficient scope and depth using sufficiently qualified employees as to interim or other results of the development work and that the test results be reported to the supplier in writing and in a well-organised and comprehensible manner.
20.4	The supplier shall be obliged to make timely and complete payment of the wage tax and social security contributions (including advance contributions) to be paid for the seconded employee in connection with the agreement. The supplier shall indemnify the principal against all statutory claims by the tax authorities or social insurance agencies regarding taxes and social security contributions directly relating to the supplier's making the seconded employee available ("liability for using external personnel"), provided the principal allows the supplier to handle the claims concerned completely, cooperates fully with it and furnishes it with all necessary information and, if the supplier desires, powers of attorney to conduct legal proceedings.	22.3	The software shall be considered accepted by the parties: a. If an acceptance test has not been agreed between the parties: at the time of delivery or, if installation by the supplier has been agreed in writing, when the installation is completed, or b. If an acceptance test has been agreed between the parties: on the first day after the test period, or c. If the supplier receives a test report as referred to in article 22.5 before the end of the test period: at the time that the errors within the meaning of article 6.6 mentioned in that test report have been fixed, notwithstanding the existence of imperfections which do not preclude acceptance under article 22.6. In deviation from this, if the principal makes any use of the software for productive or operational purposes before express acceptance, the software shall be considered fully accepted as from the start of that use.
20.5	The supplier shall not accept any liability for the selection of the employee or for the results of the work arising under the principal's supervision, management and/or direction.	22.4	If, when the agreed acceptance test is conducted, it turns out that the software contains errors which impede the progress of the acceptance test, the principal shall proven written, detailed notice to the supplier, in which case the test period shall be interrupted until the software has been adjusted in such a manner that this impediment is eliminated.
	<b>DEVELOPMENT OF SOFTWARE</b>		
	In addition to the general provisions in these general terms and conditions and the specific provisions in the chapter "Services", the provisions set forth in this chapter "Development of software" shall apply, if the supplier develops software at the customer's instruction and possibly installs it. The chapter "Software use and maintenance" shall also apply to this software, except insofar as this chapter provides differently. The rights and obligations referred to in this chapter shall pertain solely to computer software in a form which is readable for a data processing machine and recorded on material which is readable for such a machine, as well as to the related documentation. Where this chapter mentions "software", this shall also refer to websites.	22.5	If, when the agreed acceptance test is conducted, it turns out that the software contains errors within the meaning of article 6.6 the principal shall inform the supplier about the errors through a written and detailed test report no later than on the last day of the test period. The supplier shall do its utmost to fix the aforementioned errors to the best of its ability within a reasonable time period, with the supplier being entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software.
21	<b>Development of software</b>	22.6	Acceptance of the software may not be withheld on other grounds besides those relating to the expressly agreed specifications between the parties nor because of the existence of minor errors, that is, errors which do not reasonably preclude putting the software to operational or productive use, notwithstanding the supplier's obligation to fix these minor errors under the guarantee provisions of article 25, if applicable. In addition, acceptance may not be withheld with regard to aspects of the software which can only be evaluated subjectively, such as the design of the user interfaces.
21.1	If specifications for or a design of the software to be developed were not already given to the supplier when the agreement was concluded, the parties shall in consultation specify in writing which software shall be developed and in which manner this shall occur. The supplier shall develop the software with due care based on data to be provided by the principal, the correctness, completeness and consistency of which the principal shall warrant. If the parties have agreed to use a development method which is characterised by the design and/or development of software parts being subject to a further setting of priorities to be determined during execution of the agreement, this setting of priorities shall always occur in consultation between the parties.	22.7	If the software is delivered and tested in stages and/or parts, the non-acceptance of a particular stage and/or part shall not affect any acceptance of an earlier stage and/or another part.
21.2	The supplier shall be entitled, but not required, to examine the correctness, completeness or consistency of the data, specifications or designs given to it and, if any imperfections are discovered, to suspend the agreed work until the principal has eliminated the imperfections concerned.	22.8	Acceptance of the software in one of the ways referred to in article 22.3 shall have the effect that the supplier is fully discharged for performing its obligations concerning developing and providing the software and, if installation by the supplier has also been agreed in a particular case, its obligations concerning installing the software. Acceptance of the software shall not in any way impair the principal's rights under article 22.6 regarding minor defects and article 25 regarding the guarantee.
21.3	Subject to the provisions in article 6, the principal shall only acquire the right to use the software in its own company or organisation. The software's source code and the technical documentation created in developing the software may only be made available to the principal if and insofar as expressly agreed in writing, in which case the principal shall be entitled to make changes to this software. If the supplier is obliged at law to make the source code and/or technical documentation to the principal, the supplier may demand a reasonable fee.	22.9	In the absence of an expressly agreed invoicing schedule, all amounts pertaining to development of the software shall be owed when the software is delivered or, if installation by the supplier has also been agreed in a particular case, when the installation is completed.
22	<b>Delivery, installation and acceptance</b>		<b>SOFTWARE USE AND MAINTENANCE</b>
22.1	The supplier shall deliver the software to be developed to the		In addition to the general provisions in these present general terms and conditions, the provisions set forth in this chapter "Software use and maintenance" shall apply to all software provided by the supplier. The rights and obligations referred to in this chapter shall pertain solely to computer software in a form which is readable for a data processing machine and recorded on material which is

	readable for such a machine, as well as to related documentation, all of this including any new versions to be furnished by the supplier. Where this chapter mentions "software", this shall also refer to websites.				
<b>23</b>	<b>Right of use</b>				
23.1	Subject to the provisions in article 6, the supplier shall grant the principal the non-exclusive right to use the software. The principal shall always strictly comply with the use restrictions agreed between the parties. Subject to the other provisions in these general terms and conditions, the principal's right of use shall only include the right to load and run the software.				
23.2	The principal may only use the software in its own company or organisation on the one processing unit and for a specific number or type of users or terminals for which the right of use has been furnished. Insofar as not otherwise agreed, the principal's processing unit on which the software is used for the first time and the number of terminals connected to that processing unit at the time of initial use shall be considered the processing unit and number of terminals for which the right of use has been furnished. In the event there is a malfunction in the aforementioned processing unit, the software can be used on another processing unit for the duration of the malfunction. The right of use may pertain to multiple processing units insofar as this is expressly apparent from the agreement.	25.2	Errors shall be fixed at a location to be determined by the supplier. The supplier shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software.	25.3	The supplier shall not have any obligations concerning fixing errors reported after the expiry of the guarantee period referred to in article 25.1, unless the parties have concluded a maintenance agreement which includes such a duty to fix.
23.3	The right of use shall not be transferable. The principal shall not be allowed to sell, lease, sub-license or alienate the software and data carriers on which it has been recorded, grant restricted rights to this software or these data carriers or provide them to a third party in any manner or for any purpose whatsoever, give a third party remote or non-remote access to the software or place the software with a third party for hosting, not even if the third party in question will only use the software for the principal's benefit. The principal shall not modify the software except in connection with fixing errors. The principal shall not use the software to process data for third parties ("time-sharing"). The software's source code and the technical documentation generated in developing the software shall not be made available to the principal, not even if the principal is prepared to pay financial compensation for making them available. The principal acknowledges that the source code is confidential in nature and that it includes the supplier's trade secrets.	<b>26</b>	<b>Maintenance</b>	26.1	If a maintenance agreement has been concluded for the software or if the user's fee for the software includes maintenance, the principal shall provide detailed notice to the supplier of the errors observed in the software in accordance with the supplier's usual procedures. After receiving the notice, the supplier shall, to the best of its ability, do its utmost to fix errors within the meaning of article 6.6 and/or to make improvements in later, new versions of the software. Depending on the urgency, the results shall be provided to the principal in the manner and within the time period to be determined by the supplier. The supplier shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software. In the absence of express agreements in this regard, the principal itself shall install, set up, design parameters for and tune the corrected software or the new version provided and, if necessary, adjust the equipment and user environment used in this connection. Unless expressly otherwise agreed, the supplier shall not be required to convert data.
23.4	The principal shall immediately return all copies of the software in its possession to the supplier after the right to use the software ends. If the parties have agreed that the principal will destroy the copies when the right of use ends, the principal shall provide written notice of such destruction to the supplier immediately.	26.2	The supplier does not warrant that the software shall operate without interruption, errors or other defects or that all errors or other defects shall be corrected.	26.3	The supplier may charge the repair costs according to its usual rates if there have been operating errors or improper use on the principal's part or other causes not imputable to the supplier or if the software has been modified by others besides the supplier. Maintenance shall not include fixing mutilated or lost data.
<b>24</b>	<b>Delivery, installation and acceptance</b>	26.4	If a maintenance agreement has been concluded, the supplier shall provide improved versions of the software to the customer when they become available. The supplier shall no longer be required to fix any errors in the old version or to provide support regarding an old version three months after an improved version becomes available. In providing a version with new options and functions, the supplier may require the principal to enter into a new agreement with the supplier and to pay a new fee for this version being made available.	26.5	If the principal does not enter into a maintenance agreement with the supplier at the same time that the agreement to provide the software is concluded, the supplier cannot be required to enter into a maintenance agreement at a later time.
24.1	The supplier shall deliver the software to the principal on the agreed type and format of data carriers and, if installation by the supplier has been agreed in writing, shall install the software at the principal's. In the absence of express agreements in this regard, the principal itself shall install, set up, design parameters for and tune the software and, if necessary, adjust the equipment and user environment used in this connection. Unless expressly otherwise agreed, the supplier shall not be required to convert data.	26.6	In the absence of an expressly agreed invoicing schedule, all amounts pertaining to maintaining software shall be owed before the maintenance period commences.	<b>27</b>	<b>Software from the supplier's supplier</b>
24.2	If an acceptance test has been agreed between the parties in writing, the provisions in articles 22.2 to 22.7 shall apply by analogy. If the parties have not agreed on any acceptance test, the principal shall accept the software in the condition in which it is at the time of delivery, hence, with all apparent and non-apparent errors and other defects, without prejudice to the supplier's obligations under the guarantee of article 25. The provisions in article 22.8 shall apply fully in all cases.	27.1	If and insofar as the supplier provides software from third parties to the principal, those third parties' terms and conditions shall replace the provisions in these terms and conditions and shall apply with regard to that software, provided that the supplier notifies the principal in writing. The principal shall accept the aforementioned third-party terms and conditions. These terms and conditions shall be available for the principal's inspection at the supplier's and the supplier shall send these terms and conditions free of charge to the principal at its request. If and insofar as the aforementioned third party terms and conditions are deemed or declared inapplicable to the relationship between the principal and the supplier for whatever reason, the provisions in these general terms and conditions shall fully apply.		
24.3	In the absence of an expressly agreed invoicing schedule, all amounts pertaining to making the software available and the right to use the software shall be owed when the software is delivered or, if installation by the supplier has also been agreed in writing in a particular case, when the installation is completed.				
<b>25</b>	<b>Guarantee</b>				
25.1	The supplier shall do its utmost to fix errors in the software within the meaning of article 6.6 to the best of its ability within a reasonable time period if they have been reported in writing and in detail to the supplier within three months after delivery or, if an acceptance test has been agreed between the parties, within three months after acceptance. The supplier does not warrant that the software shall operate without interruption, errors or other defects or that all errors and other defects shall be corrected. Repairs shall be performed free of charge, unless the software has been developed at the principal's instruction other than for a set price, in which case				
					<b>SALE OF EQUIPMENT</b>
					In addition to the general provisions in these present general terms and conditions, the provisions set forth in this chapter 'Sale of

	equipment" shall apply if the supplier sells equipment to the principal. Insofar as the purport of the following provisions is not inconsistent with this, the term "equipment" shall also include separate equipment parts.	30.2	The supplier shall charge work and repair costs falling outside the scope of this guarantee in accordance with its usual rates.
<b>28</b>	<b>Selection of equipment, delivery and risk</b>	30.3	The supplier shall not have any obligations concerning fixing errors reported after the expiry of the guarantee period referred to in article 30.1, unless the parties have concluded a maintenance agreement which includes such a duty to fix.
28.1	The principal shall bear the risk of electing the equipment purchased. The supplier shall not warrant that the equipment is appropriate for the use intended by the principal, unless the intended uses have been clearly specified without reservation in the written purchase agreement between the parties.	<b>31</b>	<b>The equipment of the supplier's supplier</b>
28.2	The equipment sold by the supplier to the principal shall be delivered to the principal at the site of the supplier's warehouse. The supplier shall deliver the equipment sold to the principal or have this delivered at a location to be designated by the principal only if this has been agreed in writing. The supplier shall inform the principal before delivery in as timely a manner as possible of the time which it or the carrier used intends to deliver the equipment. The delivery times indicated by the supplier shall always be indicative.	31.1	If and insofar as the supplier provides equipment from third parties to the principal, those third parties' terms and conditions shall replace the deviating provisions in these terms and conditions and shall apply with regard to that equipment, provided that the supplier notifies the principal in writing. The principal shall accept the aforementioned third-party terms and conditions. These terms and conditions shall be available for the principal's inspection at the supplier's and the supplier shall send these terms and conditions free of charge to the principal at its request. If and insofar as the aforementioned third-party terms and conditions are deemed or declared inapplicable to the relationship between the principal and the supplier for whatever reason, the provisions in these general terms and conditions shall fully apply.
28.3	Equipment shall be delivered at the agreed location for the agreed purchase price. Unless expressly otherwise agreed, the equipment's purchase price shall not include the costs of transport, insurance, rigging and hoisting, leasing temporary facilities and the like.		<b>MAINTENANCE OF EQUIPMENT</b> In addition to the general provisions in these present general terms and conditions, the provisions set forth in this chapter "Maintenance of equipment" shall apply if the supplier and the principal have concluded an agreement for maintenance of equipment.
28.4	The risk of loss and theft of and damage to the equipment shall pass to the principal when it is delivered to the principal. If a carrier is used for the delivery (whether or not at the principal's request or instruction), the risk of loss, theft and damage shall, however, already pass to the principal when the equipment is delivered to the carrier.	<b>32</b>	<b>Duration of the maintenance obligation</b>
28.5	The supplier shall package the equipment in accordance with the usual standards it applies. If the principal desires a specific manner of packaging, it shall bear the related additional costs. The principal shall handle the packaging released with the products delivered by the supplier in a manner that is consistent with the applicable government regulations. The principal shall indemnify the supplier against third-party claims based on non-compliance with such regulations.	32.1	The agreement to maintain equipment shall be entered into for the term agreed between the parties, in the absence of which a one-year term shall apply.
<b>29</b>	<b>Environment requirements and installation</b>	32.2	The term of the agreement shall be tacitly extended each time by the length of the original period, unless the principal or the supplier terminates the agreement in writing with due observance of a notice period of three months before the end of the period concerned.
29.1	The principal shall ensure an environment which meets the requirements specified by the supplier for the equipment in a particular case (for example, concerning temperature, humidity, technical environment requirements and the like).	<b>33</b>	<b>Maintenance</b>
29.2	If the parties have expressly agreed on this in writing, the supplier shall install the equipment or have it installed. Any requirement by the supplier to install equipment shall not include the requirement to install software or to convert data.	33.1	The substance and scope of the maintenance services to be provided by the supplier and any related service levels shall be recorded between the parties in a written agreement. In the absence of such an agreement, the supplier undertakes to do its utmost to remedy, to the best of its ability and within a reasonable time period, malfunctions which have been properly reported to the supplier by the principal. In this chapter, "malfunction" shall mean not meeting the equipment's specifications expressly made known by the supplier in writing, or not meeting these specifications without interruption. A malfunction shall only exist if the principal can demonstrate it and it can be reproduced.
29.3	If the supplier has undertaken to perform installation, the principal shall provide a suitable installation site with all necessary facilities, such as cable work and telecommunications facilities, before delivery of the equipment and follow all instructions of the supplier necessary for the installation.	33.2	The maintenance shall be performed during the supplier normal working days and working hours.
29.4	To enable the supplier to perform the necessary work, the principal shall give the supplier access to the installation site during the supplier's normal working days and hours.	33.3	The supplier reserves the right to suspend its maintenance obligations during the time that, in the supplier's judgment, there are circumstances at the site where the equipment is to be set up which entail risks to the safety or health of the supplier's employees.
<b>30</b>	<b>Guarantee</b>	33.4	The supplier shall ensure that its expertise concerning the equipment is kept up-to-date. The supplier shall register and record in its administration all relevant data concerning the work performed on the equipment. Upon request, the supplier shall allow the principal to examine the data recorded.
30.1	The supplier shall do its utmost to fix, to the best of its ability, any defective material and manufacturing defects in the equipment, as well as in parts delivered by the supplier in connection with the guarantee or maintenance within a reasonable time period and free of charge, if these have been reported, with a detailed description, to the supplier within three months after delivery. If, in the supplier's reasonable judgment, repairs are not possible, will take too long or will entail disproportionately high costs, the supplier shall be entitled to replace the equipment free of charge with other, similar, but not necessarily identical, equipment. The guarantee shall not include data conversion which is necessary due to repairs or replacement. All parts replaced shall be the property of the supplier. The guarantee obligation shall be extinguished if the defective material or manufacturing defects result in whole or in part from incorrect, careless or incompetent use, from external causes such as fire or water damage, or if, without the supplier's permission, the principal makes changes or causes changes to be made to the equipment or to the parts delivered by the supplier in connection with the guarantee or maintenance. The supplier shall not withhold such permission on unreasonable grounds.	33.5	Parts shall be replaced if this is necessary in the supplier's judgment to fix or prevent malfunctions. The parts replaced shall be or remain the supplier's property.
		<b>34</b>	<b>Maintenance and use terms and conditions</b>
		34.1	The principal shall immediately inform the supplier after a malfunction occurs in the equipment by having one of its employees with expertise in this area draw up a detailed description of the malfunction. The supplier shall be obliged to give access to the supplier's employees or third parties designated by the supplier to the site of the equipment, to provide all other necessary cooperation, and to make the equipment available to the supplier for the maintenance work.
		34.2	At the supplier's request, an employee of the principal with expertise in this area shall be present during the maintenance work for consultation. The principal shall be entitled to be present during all work to be performed for the principal.

- 34.3 The principal shall not be entitled to connect equipment and systems not delivered by the supplier to the equipment sold to the principal and to install software not delivered by the supplier on it. The principal shall be responsible for the costs of examining and remedying malfunctions which occur through connecting equipment not delivered by the principal or installing software not delivered by the supplier.
- 34.4 If, in the supplier's judgment, maintenance of the equipment requires that the equipment's connections be tested with other systems or equipment, the principal shall provide these other systems or this other equipment, as well as the relevant test procedures and data carriers, to the supplier.
- 34.5 Test material necessary for maintenance work which is not part of the supplier's normal equipment shall be provided by the principal.
- 34.6 The principal shall arrange for the technical, spatial and telecommunications facilities which are necessary to allow the equipment to operate. Maintenance shall expressly not include the aforementioned facilities and terminals.
- 34.7 The principal shall bear the risk of loss or theft of or damage to the equipment during the period that the supplier has the equipment in its possession for the maintenance work. The principal shall be responsible for insuring this risk. Before the equipment is provided to the supplier for maintenance, the principal shall ensure that a proper and complete back-up copy has been made of all software and data recorded in the equipment.
- 34.8 The supplier shall not accept any maintenance obligations for equipment not set up in The Netherlands, unless expressly otherwise agreed in writing.
- 34.9 In the absence of an expressly agreed invoicing schedule, all amounts relating to maintenance of equipment shall be owed when the maintenance period commences.

## 35 Exclusions

- 35.1 Work to examine or repair malfunctions which arise from improper use of the equipment or external causes, such as defects in communication lines or in the power supply, or connections with and/or use of equipment, software or materials not covered by the agreement, shall not be part of the supplier's obligations under the agreement, and shall be charged to the principal separately at the usual rates.
- 35.2 The maintenance price shall not include:
- replacing consumer goods, such as, for example, magnetic storage media and printer ribbons;
  - replacement costs for parts as well as maintenance services for remedying malfunctions which are caused in whole or in part by attempts to repair made by others besides the supplier;
  - work to service the equipment in whole or in part;
  - equipment modifications;
  - moving, relocating or reinstalling equipment or work resulting from this.

#### IV CONDITIONS FOR COMMISSIONS WITH REGARD TO MARKETING AND COMMUNICATION

The provisions set forth in this chapter "Conditions for commissions with regard to marketing and communication" shall apply beside the general provisions of the present general conditions (I) if the supplier performs commissions with regard to marketing and communications. These provisions shall not prejudice the provisions incorporated in the agreement regarding specific commissions and activities. In case of conflict with any provision of the general provisions, the special provision of the present conditions shall prevail.

##### 1. Implementation

1.1 The supplier has the obligation to perform the agreed commission to the best of his knowledge and ability. In that the supplier shall to the best of his knowledge and ability look after the interests of the principal and he shall endeavour to achieve a result that is useful for the principal. In so far as necessary the supplier shall keep the principal informed of the progress of the activities.

1.2 The principal shall be held to do all that which is reasonably necessary to enable a swift and proper delivery by the supplier, in particular by in a timely manner (having others) provide complete and clear data.

1.3 Before proceeding with production, multiplication or publication, the principal shall, whether or not at the request of the supplier, carefully check and inspect and approve the performed activities, including without limitation ideas, documents, models, prototypes and designs. At the request of the supplier the principal shall confirm his approval in writing. Approval by the principal shall be considered to be a confirmation that the supplier has properly performed his activities.

1.4 Unless agreed otherwise, the implementation of tests, applying for permits and the assessment of whether the instructions of the principal meet and comply with the legal standards, shall not be part of the commission of the supplier.

##### 2. Period

2.1 Unless the nature or the contents of the agreement directs otherwise, the period stated by the supplier for completing the performed commission shall only be indicative.

##### 3. Use and license

3.1 If the principal fully performs his obligations under the agreement with the supplier, the principal shall obtain an exclusive license to use that which has been achieved within the framework of the commission in so far as this regards the right of publication and multiplication in accordance with the designated use agreed in the commission. If nothing has been agreed regarding the designated use, the license shall be limited to the intended use at the moment that the commission was granted. The aforesaid intended use must expressly have been made known to the supplier before concluding the agreement.

3.2 Without the written permission of the supplier the principal shall not have the right to use that which has been achieved by the supplier within the framework of the commission (such as an idea, a document, a model, a prototype or a design) more widely than as has been agreed.

3.3 Without the written permission of the supplier the principal shall not be permitted to introduce changes in that which the supplier has achieved within the framework of the commission.

3.4 With due observance of the interests of the principal, the supplier shall be free to use that which the supplier has achieved within the framework of the commission for his own publication or promotion.

##### 4. Warranty and indemnification

4.1 The supplier warrants that that which has been delivered has been designed by him or on his behalf, and that, if a copyright rests on the design, he is considered to be the maker as referred to in the Netherlands Copyright Act (Auteurswet) and that he as the copyright owner can dispose of the work.

4.2 The principal shall indemnify the supplier and the persons called in by the supplier from and against any claims of third parties involved in the commission, arising from the application or the use of the result of the commission.

4.3 The principal shall indemnify the supplier from and against any claims with regard to intellectual property rights in or on materials, data or (electronic) files supplied by the principal to the supplier and used in the implementation of the commission.

#### 5. Liability

5.1 The supplier shall not be liable for:

- defects or faults in the materials made available by the principal;
- misunderstandings or errors or mistakes with respect to the implementation of the agreement if the reason or cause for that lies in acts of the principal, such as not providing complete, proper, correct and clear data or complete and sound materials in a timely manner or at all;
- errors or mistakes of persons called in by or on behalf of the principal;
- defects in offers of sub suppliers or for excesses of quotations of sub suppliers;
- errors in an idea, a document, a model, a prototype or a design, if the principal has given his approval as referred to in clause 1.3, or has stated that he does not require or need such a check or inspection.

5.2 Any liability shall expire by the lapse of 12 months as from the moment that the commission has been completed.

5.3 If reasonably possible, the principal shall be held to keep copies of materials and data provided to him in his possession until the commission has been completed. If the principal fails to do so, the supplier cannot be held liable for damage that would not have occurred if such copies had existed.

5.4 After the commission has been completed, neither the principal nor the supplier shall towards each other have any obligation to retain the used material and data.

#### 6. Miscellaneous

6.1 The supplier shall not be held to retain that which has been achieved by the supplier within the framework of the commission (such as the ideas, documents, models, prototypes and designs) for the principal. If the supplier and the principal have agreed that these items will be retained and kept by the supplier, this shall be done for at most one year and without the supplier guaranteeing fitness for repeated use.

<p><b>V. CONDITIONS FOR TRAINING COURSES, WORKSHOPS AND ASSESSMENTS</b></p> <p>The provisions set forth in this chapter "Conditions for training courses, workshops and assessments" shall apply beside the general provisions of the present general conditions (I) if the supplier grants services in the form of training courses, workshops and assessments or other meetings for which staff members, employees, freelancers or interim managers (hereafter all referred to as: "employees") of operating companies of Conclusion or employees hired by such operating companies are used. These provisions shall not prejudice the provisions incorporated in the agreement regarding specific services. In case of conflict with any provision of the general provisions, the special provision of the present conditions shall prevail.</p> <p><b>General</b></p> <p><b>1. Definitions</b></p> <p>1.1 <b>Participant:</b> the natural person who has registered himself or who others have registered for an activity, and who actually takes part in the activity.</p> <p>1.2 <b>Activity:</b> the training course, workshop, assessment or any other meeting organised by the supplier, with as objective transferring and/or increasing and/or charting knowledge and/or skills.</p> <p>1.3 <b>Open activity:</b> an activity in which anyone can take part who meets the admission criteria set by the supplier, irrespective of the organisation where this person works.</p> <p>1.4 <b>'In company'-activity:</b> an activity organised for employees of one organisation or of employees of a limited number of organisations determined in advance. The programme of the 'in company'-activity shall be composed in close consultation with the principal.</p> <p>1.5 <b>Cancellation:</b> cancellation by letter of the registered participation in the activity at the administration of the activity.</p> <p><b>2. Registration and confirmation open activity</b></p> <p>2.1 The principal may register for the open activities to be provided by the supplier by sending in the fully completed registration form per post or per fax, by registration by telephone or by registration by e-mail/electronic mail.</p> <p>2.2 The supplier shall always confirm a registration effected in the manner set forth in the previous paragraph in writing (per mail, fax, e-mail or otherwise). By sending this confirmation, the agreement with regard to participation in the relevant activity shall come about. The coming about of the agreement may also be proven by the parties by other means, however.</p> <p>2.3 The order confirmation shall reflect (the contents of) the agreement, subject to evidence to the contrary.</p> <p><b>3. Agreement regarding "in company"-activity</b></p> <p>3.1 Regarding "in company"-activity the principal shall request an offer from the supplier.</p> <p>3.2 The agreement with regard to participation to "in company"-activity shall come about by full acceptance of the offer.</p> <p>3.3 The contents of the offer shall be considered to be a reflection of the agreement. A derogatory acceptance of the offer shall be considered to be a rejection of the original offer and an invitation to submit a new offer. The supplier shall not be held to draw up a new offer.</p> <p><b>4. Prices of open activity</b></p> <p>4.1 For registration via a registration form or by telephone, the activity prices shall apply that are mentioned in the most recent activity brochure issued or distributed by the supplier, irrespective of whether the principal has knowledge thereof.</p> <p>4.2 In case of registration for an activity by means of the registration form on the basis of a mailing, the prices stated in that mailing shall apply.</p> <p>4.3 In case of registration by means of filling in the form via the internet and sending per e-mail/electronic mail, the prices as stated on the internet at the time of the registration shall apply.</p> <p>4.4 Unless stated otherwise, the activity prices shall be included in the costs of the activity materials.</p> <p>4.5 If VAT applies to an activity, the stated prices shall be exclusive of VAT, and shall be charged including VAT.</p>	<p>4.6</p> <p>4.7</p> <p><b>5.</b></p> <p>5.1</p> <p>5.2</p> <p>5.3</p> <p>5.4</p> <p>5.5</p> <p><b>6.</b></p> <p>6.1</p> <p>6.2</p> <p>6.3</p> <p><b>7.</b></p> <p>7.1</p> <p>7.2</p> <p><b>8.</b></p> <p>8.1</p> <p><b>9.</b></p> <p>9.1</p> <p><b>10.</b></p> <p>10.1</p> <p><b>11.</b></p> <p>11.1</p> <p><b>12.</b></p> <p>12.1</p> <p>12.2</p> <p>12.3</p>	<p>Prices may be adapted on the basis of unforeseen circumstances.</p> <p>Prices shall be adapted in case of modifications of the VAT rules and/or the applicable VAT rates.</p> <p><b>Prices of "in company"-activity</b></p> <p>The activity price stated in the offer shall only be binding during the validity of that offer.</p> <p>The offered activity price shall include the costs for the activity materials, unless stated otherwise.</p> <p>If VAT applies to an activity, the stated prices shall be exclusive of VAT, and shall be charged including VAT.</p> <p>Prices may be adapted on the basis of unforeseen circumstances.</p> <p>Prices shall be adapted in case of modifications of the VAT rules and/or the applicable VAT rates.</p> <p><b>Protection of personal data</b></p> <p>All information and data provided by the participant shall be incorporated in the administration of the supplier. The information and data shall be used for a sound customer management and sound business operations, such as registering participants, sending course materials, the implementation of teacher coaching, and sending information regarding activities or information related thereto.</p> <p>The supplier shall not sell any personal data to third parties.</p> <p>The participant shall have the right to access and rectify his own data. If the participant does not want to receive any more information from the supplier, this will have to be communicated in writing.</p> <p><b>Intellectual property</b></p> <p>The supplied course materials shall become the property of the principal. The intellectual property rights with regard to the activity, the course materials and any other documents/products with regard to the activity shall be retained by the supplier.</p> <p>The participant shall not be permitted to use documents, course materials or any other materials made available by the supplier for another purpose than for the relevant activity, or to make them available to others or to alienate them, whether or not for a consideration.</p> <p><b>Identification</b></p> <p>The participant shall be held during his following the open activity to have the certificate of registration with him and to show the same at the request of the teacher or coach.</p> <p><b>Additional costs</b></p> <p>Unless provided otherwise in writing, the course price shall inter alia not include: subsistence expenses such as lunch expenses, diner expenses and hotel expenses, costs of obligatory literature, interim examinations and (external) examination fees, introduction costs for excursions or external activities.</p> <p><b>Replacement teacher or coach</b></p> <p>The supplier shall at all times have the right to replace a teacher or coach charged by him with the implementation of the agreement by another teacher or coach.</p> <p><b>Prevention of the participant</b></p> <p>If a the participant is prevented from taking part in the course, replacement by another participant shall be possible, provided that the replacing participant will one week before the first day of the course at the latest be registered at the supplier. The principal shall not be due any extra costs for this replacement.</p> <p><b>Cancellation by the supplier</b></p> <p>The supplier shall four weeks before the planned start date at the latest decide whether or not an open activity will be held. The supplier reserves the right to suspend this decision until two weeks before the planned start date at the latest.</p> <p>The supplier shall be free to cancel an open activity in case of insufficient applications. The periods of the previous paragraph shall not apply to this. The supplier shall at all times refund the already paid course fee.</p> <p>The supplier shall be free to let an open activity take place at another</p>
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location than planned.

### 13. Cancellation by the principal / the participant

Cancellation arrangements of assessments, training courses, workshops and other activities

#### 13.1 Individual assessments

If the implementation of the commission is cancelled by the principal before the agreed commencement date, the principal shall be due the percentages of the agreed amount stated hereinafter:

- In case of cancellation 10 to 8 working days before the assessment day: 50% of the agreed amount.
- In case of cancellation 7 to 4 working days before the assessment day: 75% of the agreed amount.
- In case of cancellation as from 3 working days before and on the assessment day itself: 100% of the agreed amount.

In case of cancellation in connection with sickness of the participant, half of the agreed amount shall be due.

#### 13.2 Collective assessments

If the implementation of the commission is cancelled by the principal before the agreed commencement date, the principal shall be due the following percentages of the agreed amount if six or more assessments have been planned in one month:

- In case of cancellation more than ten working days before the commencement date: 0% of the agreed amount.
- In case of cancellation between five and ten working days before the commencement date: 50% of the agreed amount.
- In case of cancellation within five working days before the commencement date: 100% of the agreed amount.

If the implementation of the commission is cancelled by the principal before the agreed commencement date, the principal shall be due the following percentages of the agreed amount if less than five assessments have been planned in one month:

- In case of cancellation more than five working days before the commencement date: 0% of the agreed amount.
- In case of cancellation within five working days before the commencement date: 50% of the agreed amount.

In case of cancellation in connection with sickness of the participant, half of the agreed amount shall be due.

#### 13.3 Training courses, Workshops and other activities.

If the implementation of the commission, not being an open training, is cancelled by the principal before the agreed commencement date, the principal shall be due the following percentages of the agreed amount:

- In case of cancellation more than two calendar months before the commencement date: 50% of the agreed amount.
- In case of cancellation between one and two calendar months before the commencement date: 75% of the agreed amount.
- In case of cancellation within one calendar month before the commencement date: 100% of the agreed amount.

### 14. Force majeure and right of modification

14.1 If due to force majeure it is impossible for the supplier to carry out an activity or any part of that activity, the supplier shall provide an equivalent activity or a replacement component of that activity. If this appears to be impossible, the supplier reserves the right to postpone the meeting to a date to be set further or to cancel the meeting. Circumstances that may cause force majeure inter alia are conflicts of interest, incapacity for work or death of an irreplaceable employee and a general shortage of goods or services that are required for the agreed performance.

14.2 If the entire activity is cancelled as a result of force majeure, the supplier shall refund the paid course fee.

14.3 The supplier may, with due observance of quality, in derogation of any preceding publication or disclosure, replace teachers, coaches, consultants and course managers without any right arising there from for the participant to cancel his registration.