

GENERAL TERMS AND CONDITIONS

Definitions

Client

The Client is in general terms a legal or natural person who, directly or indirectly, takes services and/or products of TeMeCo B.V.

TeMeCo

The private company TeMeCo B.V., registered office and Heerhugowaard, in whose name the present general conditions have been prepared.

Article 1: Applicability

- 1.1 These general terms and conditions apply to all offers and all agreements concluded with TeMeCo, of whatever nature and however named.
- 1.2 The general terms and conditions of the Client shall be excluded, unless the Client has provided in written that they impose their own conditions in place, and TeMeCo agrees on that specifically.
- 1.3 If one or more provisions of these terms and conditions are invalid or become invalid, the remaining provisions of these terms and conditions apply.

Article 2: Offer

- 2.1 All offers are completely without obligation. An agreement with TeMeCo is only binding if TeMeCo confirms this in writing, or when TeMeCo started to deliver.
- 2.2 Each offer is based on data, drawings, specifications and other information, which the Client provided for the application. TeMeCo is allowed to trust the accuracy of this information.
- 2.3 All images provided with the offer, drawings, price lists, printed materials, brochures and any other data is as accurate as possible. The data is only binding if TeMeCo confirms this in writing.
- 2.4 Transmission of offers and/or other documents do not force TeMeCo to deliver or accept the assignment.
- 2.5 All documents provided with an offer remain (intellectual) property of TeMeCo and may not be reproduced or given to third parties for inspection.

Article 3: Agreement

- 3.1 Subject to the provisions below, an agreement with TeMeCo is only effective when TeMeCo accepted or confirmed an order in writing, or at the moment TeMeCo actually implement the agreement.
- 3.2 The order confirmation is deemed to reflect the content and purpose of the agreement correctly and completely.
- 3.3 Any additional agreements or amendments TeMeCo binding only if their conformity with the provisions of Article 3.1 are confirmed in writing.
- 3.4 With regard to what is stated in article 3.1 to 3.3, the administration of TeMeCo is decisive, unless there is written evidence.
- 3.5 Without written permission of TeMeCo the client is not entitled to burden his rights under the contract to a third party.
- 3.6 If TeMeCo deems necessary or desirable for a proper execution of the agreement, TeMeCo may engage third parties in the execution of the agreement.

Article 4: Costs and prices

- 4.1 All amounts specified in an agreement with TeMeCo are exclusive of taxes (VAT). All other fees and charges, howsoever, relating to the contract are for the Client.
- 4.2 If the agreement is (automatically) renewed, TeMeCo is entitled to adjust its prices on 1 January of each year on the basis of the material costs index of the NZA, from January compared to January of the previous year.

- 4.3 Price changes for hardware can be announced by TeMeCo at any time and are not limited to an increase based on an index figure.
- 4.4 In the case of price indexation, TeMeCo will notify the Client at least one month prior to the increase by means of a written announcement. This announcement never gives the Customer the right to terminate the current agreement.

Article 5: Payments

- 5.1 Unless otherwise agreed in writing, the payment shall ultimately be completed on the 14th day after the date of invoice. Payments must be made in the currency of the invoice, unless otherwise agreed by TeMeCo.
- 5.2 If the amount is not in the possession of TeMeCo on or before the agreed payment date, the Client is in omission. From that moment on, the statutory commercial interest is indebted.
- 5.3 If the Client still fails to pay the invoice after being in default, the extrajudicial costs are indebted, according to the rate of the Nederlandse Orde van Advocaten, with a minimum of EUR 250,00.

Article 6: Delivery and acceptance

- 6.1 The delivery period starts after TeMeCo received all the documents, which are required for the delivery.
- 6.2 The time required for the installation and the procedure to be followed will be determined in consultation between the Client and TeMeCo.
- 6.3 The delivery times stated by TeMeCo are always approximate and are never final deadlines.
- 6.4 Before the Client can take legal measures concerning the exceeding of the deadline by TeMeCo, TeMeCo must be notified in written that it is in omission and it should be allowed a reasonable time to start with the delivery.
- 6.5 If no special arrangements have been made in respect of the supply of necessary equipment, system software and other necessary equipment, system software and any other software as referred to above are for the risk and expense of the Client.
- 6.6 If the specifications of the required hardware (including one or more PC's/servers) do not meet the predetermined requirements and this is caused by the Client, an additional fee of EUR 180,00 per hour will be charged to the Client.
- 6.7 TeMeCo will demonstrate by means of an acceptance test that the software supplied meets the specifications and functions as written in the associated documentation and documents otherwise recorded in writing. This acceptance test concerns the soundness of the individual programs and their interdependence. TeMeCo has an acceptance test model available that will be used for this.
- 6.8 Additional tests can be performed if the Customer so wishes. These additional tests will then be determined jointly by the Customer and TeMeCo. The costs of these additional tests will be borne entirely by the Customer. The Customer will give written instructions in advance for the performance of additional tests and will receive a cost estimate for this in advance if desired.
- 6.9 The acceptance test as referred to in paragraph 7 of this article and any additional tests as referred to in paragraph 8 of this article must be carried out within 30 days of the date of installation, unless there is a non-attributable shortcoming of one of the parties, in which case the test will be continued for as many days as the non-attributable shortcoming has lasted.
- 6.10 The software can be delivered in completed parts. In that case, an installation and acceptance date will be determined for each part.
- 6.11 Minor defects, which are counted as defects, which, due to their nature and/or number, do not reasonably prevent the commercial use of the software, will not be a reason to refuse the software or acceptance, without prejudice to TeMeCo's obligation to free repair of such defects.

Article 7: Liability

- 7.1 In the event of a shortcoming in the fulfilment of the agreement, TeMeCo is only liable for compensatory damages for the value of the failed performance. Any liability to TeMeCo for any other form of damage is excluded, including additional compensation, in whatever form, compensation for indirect or consequential loss or damage due to lost profits.
- 7.2 TeMeCo is also in no event liable for damages caused by delay, loss of data, damage during transport, loss due to exceeding the delivery dates as a result of changed circumstances,

damages resulting from the provision of inadequate cooperation, information or materials provided by the Client, as well as damages caused by information or advice by TeMeCo, of which the content is not explicitly part of a written agreement.

- 7.3 The damages that should be paid by TeMeCo caused by a (reprehensible) attributable failure in the performance of the agreement, shall in no case exceed the amount (excluding VAT) TeMeCo invoiced the Client on the basis of that agreement.
If and to the extent the agreement is a continuing agreement, the damages in this case never exceed the prices (excluding VAT), as is stipulated in the relevant agreement to be delivered by TeMeCo in the period of 3 months prior to the failure.
The amounts referred to in this paragraph shall be reduced by the Client agreed credits and the credits granted by TeMeCo.
- 7.4 In event the Client considers that TeMeCo is liable, the Client has the obligation to notify TeMeCo in written as soon as possible after the occurrence of the damage.
- 7.5 The Client shall indemnify TeMeCo for any damage that may be caused by third-party claims related to the software, hardware or services which are supplied by TeMeCo to the Client, including:
- claims of third parties, including employees of the Client, who suffer damages arising from wrongful acts by employees of TeMeCo, who are available to the Client and work under his supervision or on his instructions;
 - claims of third parties, including employees of TeMeCo who suffer damages which are related to the execution of the agreement, and which is the result of acts or omissions of the Client or due to unsafe situations in its organization;
 - claims by third parties who suffer damage which is the result of a defect in products or services supplied by TeMeCo, that are used by the Client.

Article 8: Duration and termination

- 8.1 The agreement is concluded for the period stated in the signed offer.
- 8.2 The notice for hardware and software support at the end of this contract is six months. If the agreement is not terminated in writing by registered mail or by e-mail (which must be confirmed by the recipient), six months before it expired, it will be automatically renewed over a full calendar year.
- 8.3 During the term of the agreement each of the parties can terminate the agreement in written by a registered letter if:
- the other party in respect of any provision laid down in the agreement is seriously imputably and did not repair the breach referred to not within 30 days after the day the registered letter is received, all without further notice and without prejudice to the right of the terminating party to claim compensation;
 - one of the parties requests (provisional) suspension of payments or its bankruptcy or is declared bankrupt.
- 8.4 The agreement may also be terminated by dissolution, however only if the other party, after written notice, yet culpably fails to perform material obligations under the agreement.
- 8.5 The notice of the termination must always be made known by a registered letter to the other party.
- 8.6 If the Client has already received a performance at the time of the dissolution, he can only partially dissolve the agreement and only for that part that has not yet been implemented. Amounts, which TeMeCo has invoiced in relation with what has already been performed or delivered before the dissolution remain due and immediately payable.
- 8.7 Notwithstanding the provisions of paragraph 1 of this article, TeMeCo may with immediate effect or partial termination of the agreement attention if:
- Client is declared bankrupt;
 - to him – or not being – suspension of payment is granted;
 - Client is otherwise unable to meet its payment obligations;
 - the company of the Client is liquidated or terminated, other than for the purpose of reconstruction or amalgamation of enterprise.

In a dissolution as mentioned above, TeMeCo is never liable to compensate any damages.

Article 9: Confidentiality

- 9.1 TeMeCo takes sufficient measures to ensure accuracy with respect to any information which they or persons of whom it serves in the performance of the contract, have knowledge of while working for the Client.
When TeMeCo stores classified information or information that is marked as classified, the rules of the Client will be notified.
- 9.2 The Client shall do everything reasonably possible to ensure secrecy of the software and hardware. The same applies if the software (or parts thereof) or hardware (or parts thereof) are modified, extended or made part of another program by the Client.
- 9.3 TeMeCo guarantees that its staff and the persons from whom they are serving in the execution of the agreement, will submit to rules adopted by the Client, which are aimed at the greatest possible security of its computer system.
- 9.4 Both parties will observe strict confidentiality regarding information about each organization.
- 9.5 Except with the prior written consent of the other party shall either party information and data carriers, which are at his disposal, not supply to third parties and only inform its staff if this is necessary for carrying out the agreed performance.
- 9.6 The parties shall require their personnel to comply with the confidentiality rules referred to in paragraphs 4 and 5 of this article.
- 9.7 TeMeCo staff involved in carrying out the work to the extend carried out by the Client, is obliged to follow the security procedures that are set by the Client.
- 9.8 Confidential information also includes the content of this agreement.
- 9.9 The obligations under this article shall continue to exist after any termination of the agreement.

Article 10: Intellectual/industrial property

- 10.1 All software and hardware supplied by TeMeCo, including changes made thereto and/or extensions, are covered by copyright, which is held by TeMeCo. Copyright infringement by the Client and/or one of his subordinates causes the Client to compensate TeMeCo for damages. Copyright infringement is also a criminal offense, which TeMeCo can report to the public prosecutor. The penalty due to a breach accruing to the copyright of TeMeCo is at least EUR 100.000, without the prejudice of the Client to reimburse TeMeCo for the overall damage.
- 10.2 TeMeCo expressly reserves all rights, including ownership rights regarding to industrial property rights of software, hardware, the expertise, released in connection with the use of the software, hardware, as well as documentation. All reasonable requirements regarding the use of the software and hardware that are issued, including the disclosure of trade and other terms, will be respected by the Client. TeMeCo is entitled to monitor the use of the software and hardware by the Client.

Article 11: Retention of title

- 11.1 All goods delivered to the Client remain the property of TeMeCo until all amounts, which the Client prior to or pursuant to the relevant agreement delivered or to be delivered owned, are paid in full.
- 11.2 If TeMeCo grants a user right to the Client, the ownership of the software and hardware and other objects, such as documentation on which a right of use is given, will remain in the hands of TeMeCo. Thus, there is no transfer of patent or copyright or trademark.

Article 12: Force majeure

- 12.1 Force majeure is understood in the sense of these terms and conditions, in addition to what is understood by law and jurisprudence, all external causes, foreseen or unforeseen, which we cannot influence, but which we are unable to meet our obligations (in time), strikes in the own company include herein.
- 12.2 In the event of force majeure, the performance of the contract shall be suspended for one month.
- 12.3 In the case of permanent force majeure, the parties may terminate the agreement, without any of the parties entitled to claim any compensation.

Article 13: Processing of personal data

- 13.1 Insofar TeMeCo processes personal data in the performance of work, it shall be regarded as a processor as referred to in the General Data Protection Regulation (GDPR). The Client is the (processing) controller with regard to this personal data.
- 13.2 De processing of personal data by TeMeCo shall be limited to what is strictly necessary for the performance of the work. TeMeCo shall further only process the data on the basis of written instructions from the Client or insofar as it is legally required to do this.
- 13.3 TeMeCo shall destroy the personal data as soon as possible after completion of the work, unless a legal obligation requires TeMeCo to retain it further.
- 13.4 Personal data is regarded as confidential information as referred to in article 9.
- 13.5 TeMeCo will take appropriate technical and organizational measures to ensure a risk-adapted level of security and assess these measures for effectiveness.
- 13.6 TeMeCo shall inform the Client without unreasonable delay about an infringement in connection with personal data and, in that context, provide the Client with all the relevant (additional) information, unless it is not probable that the infringement in relation to personal data constitutes a risk to the rights and freedoms of natural persons. TeMeCo shall document the infringements and all relevant facts and circumstances with regard to the infringement.
- 13.7 TeMeCo shall assist the Client in fulfilling the obligations arising from the rights that the GDPR grants to the parties involved, as well as in the fulfilment of other obligations that are imposed on the Client pursuant to the GDPR.
- 13.8 TeMeCo will furthermore provide all necessary information that is required to demonstrate compliance with legal obligations at the Client's first request.

Article 14: Applicable law and disputes

- 14.1 Quotations by TeMeCo as well as agreements with TeMeCo are governed by Dutch law.
- 14.2 These terms and conditions can only be waived in a contract signed by both parties.
- 14.3 If any provision of this agreement shall be deemed null and void, the remaining provisions of the contract shall not be affected.
Parties commit themselves now to consult each other to act on (a) new provision(s) in which the scope of the agreement and the invalid provision(s) will be retained.
- 14.4 All disputes which may arise between TeMeCo and a (prospective) Client shall be settled by arbitration in accordance with the arbitration rules of the Dutch Arbitrage Institute, located in Rotterdam.