



Terms and conditions of delivery.

1. General

- a. These terms and conditions apply to all offers and agreements with User on the execution of work by ITSS. Execution of work also means software or service, unless otherwise provided below.
- b. By entering into this agreement, User shall be deemed to have waived the applicability of its own terms and conditions and non-standard or supplemental terms of User, unless otherwise agreed in writing.
- c. User shall also be deemed to accept the applicability of these conditions with regard to later instructions to and agreements with ITSS.
- d. The conditions hereunder shall also apply to all agreements with ITSS for work involving third parties.

2. Information and data

- a. User shall furnish all information and data necessary for ITSS's performance of agreements at no charge, promptly and without being asked. User shall bear the risk for the consequences of mistakes and gaps in such information and data and in the designs or specifications by User.
- b. If so requested, User shall grant to ITSS immediate access to the MySQL database server for support and maintenance works, among other things.
- c. User and ITSS shall keep confidential any and all confidentially obtained information, requested or otherwise.

3. Offers, orders and agreements

- a. All offers shall be valid for 30 days, unless otherwise indicated.
- b. Instructions and acceptances by User shall constitute an irrevocable offer.
- c. ITSS shall only be bound only when and in the manner in which it has accepted the instruction in writing. Verbal commitments or agreements by or with its personnel shall not be binding on ITSS, except and insofar as ITSS confirms these in writing.

4. Prices

- a. All accepted offers and prices stated by ITSS are binding.
- b. Stated and agreed prices are exclusive of VAT.
- c. Work not included in the original agreement shall be charged to User subsequent to additional written agreement.
- d. Unless otherwise expressly agreed, installation, instruction and support costs and the like are not included in the prices of ITSS.

5. Performances and deviations

- a. In performing the work, ITSS shall have the right to engage third parties.
- b. User shall be obliged to enable ITSS to perform the work without any impediments, and shall provide the hardware and software essential to or on which the activities are to take place in the company of User to ITSS, promptly and completely ready for performance of the work.



6. Term of execution

- a. The work shall commence on the agreed date. ITSS may suspend the work until it has in its possession all the required items, information and data to be furnished by User and until any agreed pre-payment has been received by or security has been provided for ITSS.
- b. ITSS shall only be bound by delivery periods agreed expressly and in writing. If ITSS exceeds the delivery period, User shall be entitled to collect damages fixed in advance insofar as agreed in writing. These damages shall never exceed 5% of the price agreed for the delayed work. Further, late delivery by ITSS shall not entitle User to damages, rescission of the agreement, suspension and/or set-off against or non-performance by it or any obligations arising under the agreement. User shall, however, be entitled to rescind the agreement regarding the portion not performed, if the work is not performed within a reasonable time period, stated in writing by User after the aforementioned late delivery. In the event of such a rescission, there shall be no right to the fixed damages.
- c. The delivery period which has been agreed or stated by User pursuant to the previous paragraph shall be extended by the time that performance is delayed due to force majeure, regardless of whether the circumstances resulting in a force majeure begin before or after performance should have been completed. It shall also be extended by the time that any payment or performance of any other obligation by User is later than agreed or can be reasonably expected by ITSS regardless of whether User is in default.

7. Activities by User

- a. User shall be liable for damage arising from activities taking place on software of ITSS, by User, by third parties engaged by him or his personnel regardless of whether User can be held liable on this matter.

8. Delivery and approval

- a. The work shall be delivered when User takes possession of and approves it.
- b. The work shall be considered delivered:
- c. when the software is installed or when User indicates that it has taken over actual control of the software
- d. if User does not cooperate in taking possession of or inspecting the work at the point in time announced by ITSS for delivery or wrongly refuses to approve it or refuses to approve it without indicating a reason.
- e. Minor and or normal defects shall not preclude delivery. These defects shall be recorded in writing by User and ITSS, with ITSS indicating within which time period the defects shall be remedied.
- f. ITSS may deliver the work partially, if such partial delivery constitutes a completed work, if the delivery of the remaining work is precluded or hampered (temporarily) by a situation of force majeure.

9. Intellectual property

- a. Ownership of the intellectual property will rest with ITSS or with third parties entitled to such and will never transfer to User.
- b. User may use the software as provided in this agreement.



10. Force majeure

- a. ITSS shall be entitled to invoke force majeure if full or partial performance of the work is precluded or hampered, whether temporarily or otherwise, by circumstances beyond its control, including, but not limited to, fire, illness, accidents, software damage, weather conditions, business and labour disruptions and strikes. If the aforementioned circumstances occur, ITSS may invoke force majeure with regard to performing all portions of the work, regardless of whether the circumstances arise with respect to the work as a whole or only preclude or hamper performance of a portion of the work.
- b. In the event of force majeure on the part of ITSS, its obligations shall be suspended. If ITSS invokes force majeure for a time period of more than 1 month, ITSS and User shall be entitled to rescind the agreement for the portion not performed, by providing written notice to the other Party and without being obliged to pay damages.

11. Guarantees and Complaints

- a. ITSS shall repair, at no charge, defects in the software which were not visible at the time of delivery and are the result of defect in construction or workmanship and became apparent during the guarantee period and which were reported in writing to ITSS within 7 days after they became apparent.
- b. The repair obligation shall be limited to repairing the defect and shall not extend to rectifying consequential damage or to work or deliveries not included in the agreement.
- c. The guarantee period is 30 days, unless otherwise agreed in writing.
- d. All guarantee obligations shall lapse if User breaches any obligation under this agreement.
- e. Activities, including research activities, after User has wrongly invoked the guarantee shall be charged and carried out by operation of these terms and conditions.

12. Liability and Indemnification

- a. The liability of ITSS in connection with any breaches in performing the work shall be limited to fulfilling the guarantee obligations described in the previous article.
- b. ITSS shall never be liable for damage except if, and insofar as, the damage suffered was caused by an intentional act or omission or gross negligence by ITSS. Except in the case of an intentional act or omission by ITSS, however, ITSS's liability for loss of profits, consequential damage or indirect damage shall always be excluded.
- c. Every claim against ITSS, except for those which have been expressly acknowledged by ITSS in writing, shall expire through the mere lapse of 12 months since that claim arose.
- d. User shall indemnify ITSS and its employees against any third party claims in connection with ITSS's performance of the agreement, insofar as those claims entail more or something different than the claims which User has against ITSS.

13. Payment and security

- a. Payment must be made within 14 days after the invoice date, but no later than at the time the work is deemed delivered, unless a different payment period has been agreed in writing. ITSS shall, however, have the right to seek full or partial pre-payment and/or prior security at any time.



- b. User shall verbally and in writing submit to ITSS any objections to the amounts charged within 14 days after the invoice date, in the absence of which the amounts charged shall be deemed accepted by User and it shall no longer be possible to dispute the indebtedness.
- c. User hereby waives any right to set off mutually owed amounts. Guarantee claims shall not suspend User's payment obligation.
- d. If User does not pay any amount owed by it pursuant to the foregoing, it shall be in default without a notice to that effect. Once User is in default as regards any payment, all other claims by ITSS against User shall become due and payable and the default with respect to those claims shall be immediate without any notice to that effect. As from the date on which User is in default, it shall owe to ITSS the due and payable statutory interest.
- e. In the event of default, User shall be obliged to pay the in and out-of-court collection costs.

14. Rescission

- a. If User does not fulfil one or more of its obligations or does not do so in a timely and proper manner, is put into liquidation, or provisional suspension of payment, proceeds to wind up its business, as well as if its assets are attached in whole or in part, ITSS shall be entitled to suspend performance of the agreement or to rescind the agreement without prior notice of default in the form of a written declaration, all of this at its discretion and always while retaining any right to compensation for costs, damage and interest to which it is entitled.
- b. User shall only be entitled to rescission in the cases referred to in the license agreement, and in those instances, not until payment to ITSS of all amounts owed to ITSS at the time, whether or not due and payable.
- c. If the agreement ends before the agreed activities have been completed, ITSS shall be entitled to the full agreed price for those activities, less the savings directly arising from the termination.

15. Transfer of causes of action

- a. User shall not be entitled to transfer its causes of action against ITSS under the agreement or otherwise to third parties without ITSS's written permission.

16. Disputes and applicable law

- a. All disputes which exist between the Parties shall be decided exclusively by the competent court in Amsterdam.
- b. All agreements between User and ITSS shall be governed by the laws of the Netherlands.