

GENERAL CONDITIONS KOPER AUTOMATISERING B.V. 1-1-2014

Article 1. Definitions

The following definitions are used in these general conditions:

1. Buyer: the party who enters into a contract with Supplier, has signed an offer made by the Supplier or has otherwise entered into a legal relationship with Supplier;
2. Supplier: Koper Automatisering B.V.;
3. Contract: each agreement entered into between Parties or another legal relationship started by Parties;
4. Parties: Supplier and Buyer.

Article 2. Applicability General Conditions

1. These general conditions apply to all offers and Contracts of Supplier, according to which Supplier delivers services and/or goods of whatever nature and under whatever name to Buyer. By signing a Contract with Supplier and/or by actually performing a not (yet) signed offer or contract, Buyer declares to be aware of the general conditions and to agree with their applicability and contents.
2. General conditions or (purchase) conditions of Buyer never apply to the legal relationships which the Buyer starts with the Supplier.
3. If one or more of the provisions in these general conditions are invalid, in conflict with the law or unenforceable, then this does not affect the other provisions. Parties will enter into proper consultation with regard to a new provision which is to replace the invalid or unenforceable provision, and follows the purport of the invalid or unenforceable provision as much as possible.
4. Deviation from these general conditions can only be agreed by Parties in writing.
5. If a provision in these general conditions is in conflict with a provision in the Contract, then the provision in the contract prevails.

Article 3. Offers

1. All offers and other expressions of the Supplier are without obligation, unless otherwise has been indicated by the Supplier.
2. Buyer guarantees the correctness and completeness of the details provided by him or on his behalf to the Supplier, on which the Supplier bases his offer. Buyer each time pays the greatest of care to ensure that requirements for performance of Supplier are met, correct and complete. The measurements and details set out in drawings, pictures, catalogues, websites, offers, promotion material, standardization sheets and such are not binding for the Supplier, except if the Supplier has expressly stated otherwise.

Article 4. Price and Payment

1. All prices indicated by Supplier are exclusive of turnover tax (VAT) and other levies imposed by the government. Unless expressly otherwise agreed in writing, the prices set out are in euro's and Buyer has to Carry out all payments in euro's.
2. All pre-calculations and estimates provided by Supplier only have an indicative character, unless the Supplier states otherwise in writing. Buyer can never derive any rights or expectations from a pre-calculation provided by the Supplier. An available budget made known by the Buyer to the Supplier is never deemed an agreed (fixed) price between Parties for the performances to be carried out by the Supplier. Only if such has been agreed in writing between Parties, Supplier is

obliged to inform Buyer in case it is likely that the pre-calculation or estimate pre-calculation or budget as set out by Supplier will be exceeded.

3. If Buyer exists of more natural and/or legal persons, each of those persons is severally liable to pay the amounts owed to the Supplier.
4. With regard to the performances carried out by Supplier and the amounts owed by Buyer in this respect, the administration of the Supplier produces full proof, without prejudice to the right of Buyer to deliver counterproof.
5. The amounts owed to Supplier are paid by the Buyer according to payment conditions agreed or set out on the invoice. In the absence of a specific regulation, Buyer will pay within a reasonable term after the invoice date to be determined by Supplier.
6. If Buyer does not or not timely pay the amounts owed, Buyer owes statutory trade interest over the unpaid amount without this requiring any demand or notice of default. If Buyer remains in default with regard to the payment after demand or notice of default, the Supplier can hand over the claim to thirds, in which case the Buyer will – next to the total amount due on that date - also have to pay all juridical and extra-juridical costs, including all costs calculated by external experts.

Article 5. Confidentiality, Processing of data and Security

1. Buyer and Supplier ensure that all data received from the other party, of which one knows or reasonably should know that these have a confidential character, remain confidential. The party receiving the confidential data will only use it for the purpose for which it has been provided. Data will in any case be indicated as confidential when referred to as such by one of the Parties.
2. Confidential data can be provided when legal obligation or court order instructs publication of the data. The party providing data must then inform his counterparty as soon as possible of this provision of data.
3. If Supplier regards this as beneficial for the performance of the Contract, Buyer will inform Supplier if required immediately in writing on the manner in which Buyer carries out his obligations based on the jurisdiction in the area of personal data protection.
4. Buyer indemnifies Supplier with regard to claims of persons of whom personal details are registered or processed in the framework of a registration of personal data held by the Buyer or for which the Buyer is otherwise responsible based on the law, unless Buyer proves that the facts on which the claim is based are only attributable to the Supplier.
5. The responsibility for data which is processed with a service provided by the Supplier or supplier companies, lies solely at the Buyer. Buyer guarantees Supplier that the contents, the use and/or processing of the data is not illegal and does not infringe any rights of thirds. Buyer indemnifies Supplier with regard to any legal claim of thirds, under whatever heading, related to these data or the performance of the Contract.
6. If, based on the Contract, Supplier is obliged to provide any form of information security; this security will meet the specifications related to security as agreed between Parties in writing. Supplier never guarantees that the information security is effective under all circumstances. If an explicit description lacks in the Contract, the security will meet a level that, in view of the state of the art, is not unreasonable with regard to the sensitivity of the data and the costs involved in taking such security measurements. Supplier is not responsible for data security if this security is in fact ensured by the supplier companies of Supplier.
7. If the Supplier performs work activities based on a request or authorised order given by a governmental authority or is related to a legal obligation related to the data of Buyer, the staff of Supplier and/or his users, all the costs related to this will

be charged to the Buyer.

8. If, for the performance of the Contract or otherwise, use is made of computer-, data- or telecommunication facilities, Supplier is entitled to assign access- or identification codes to the Buyer. Supplier is entitled to change the assigned access or identification codes. Buyer treats the access and identification codes confidentially and with due care, and will only reveal them to authorised authorities. Supplier is never liable for loss or costs resulting from use or misuse made of the access and identification codes, unless this misuse was made possible as direct consequence of action or omission by Supplier.

Article 6. Reservations, Rights

1. All matters delivered to Buyer remain under the ownership of Supplier until the amounts due and payable by Buyer to Supplier based on the Contract entered into by Parties are fully paid to Supplier. Buyer acting as reseller will be allowed to resell and supply on all items of Supplier subject to the reservation of ownership as far as generally accepted in the scope of normal course of his business. If Buyer forms a new item (also) with the items delivered by Supplier, then Buyer forms this item only for Supplier and Buyer keeps the newly item for Supplier until Buyer has paid all the amounts owed on the basis of the Contract; in that case Supplier remains the owner of the newly formed item until the moment of full payment by Buyer.
2. The property-law consequences of the reservation of ownership of an item designated for export is governed by the law of the State of destination if that law provides more positive provisions for the Supplier in this respect.
3. Rights, including also user rights, are if applicable provided or transferred to Buyer subject to the condition that Buyer has fully paid all the amounts owed under the heading of the Contract. If Parties have agreed on a periodical payment obligation of Buyer for the granting of a user right, Buyer is granted the right of use as long as he fulfils his periodical payment obligation.
4. Supplier can retain items, products, rights to assets, data, documents, software, data files and (before term) results received in the framework of the Contract, in spite of an existing obligation to issue or transfer, until Buyer has paid all the amounts owing to Supplier.

Article 7. Intellectual Property Rights

1. All intellectual property rights of software, websites, data files, equipment or other materials such as analysis, designs, documentation, reports, offers and also material used for their preparation, developed on the basis of the Contract or provided to Buyer, exclusively rest at the Supplier, his licensors or his supplier companies. Supplier is only granted the user rights which have been expressly granted to him in the Contract. A right of use granted to Buyer is non-exclusive, non-transferrable to thirds and cannot be sublicensed.
2. The Buyer is not permitted to remove or change any notification concerning the confidential nature or regarding copyrights, brands, trade names or any other rights of intellectual property from or in the software, websites, data files, equipment or materials.
3. Also if an authorisation therefore is not explicitly provided in the Contract, the Supplier is permitted to apply technical provisions for the protection of software, equipment, data files, websites and such in connection with an agreed limitation and the contents or term of the right to use these objects. Buyer is never allowed to remove (or let remove) or circumvent (or let circumvent) such technical provision.

4. Buyer guarantees that no rights of thirds oppose to the provision to Supplier of equipment, software, material designated for websites (footage, text, music, domain names, logos, hyperlinks etc.), data files or other materials, including, design material, with the purpose of use, adjustment, installation or incorporation (e.g. into a website). Buyer indemnifies Supplier against any claim of third which is based on the allegation that such provision, use, adjustment, installation or incorporation infringes any right of this third.

Article 8. Duty to Cooperate

1. Parties acknowledge that the success of work activities in the area of information and communication technology generally depends on a proper and timely mutual cooperation. In order to enable a proper performance of the Contract by the Supplier, Buyer will provide Supplier each time with data or information regarded by Supplier as beneficial, necessary or desirable, and provide all cooperation. If Buyer engages own staff and/or aiding persons in the scope of cooperation related to the performance of the Contract, this staff and these aiding persons will have the necessary knowledge, expertise and experience
2. Buyer bears the risk of the selection, the use, the application and the management in his organisation of the equipment, software, websites, data files and other products and materials and services to be provided by the Supplier. Buyer himself will ensure the proper installation, assemblage and operations and the correct settings of the equipment, software, websites, data files and other products and materials.
3. If Buyer does not, or not in time or not according to agreement, provide the Supplier with the data, documents, equipment, software materials or staff beneficial, necessary or desired for the performance of the Contract or if Buyer does not fulfil his obligations in another manner, the Supplier is entitled to suspend the performance in whole or in part and the Supplier is also entitled to charge the Buyer with the costs created as a consequence thereof according to his usual rates, one and another without prejudice to the Supplier's right to exercise any other legal and/or agreed right.
4. If staff-members of Supplier perform work activities at the Buyer's location, Buyer is to arrange to his own account for the facilities reasonably desired by these staff-members, such as a work space with computer-, data- and telecommunication facilities. The work space and facilities will meet all statutory and otherwise applicable requirements regarding labour conditions. Buyer indemnifies Supplier against claims of thirds, including staff-members of the Supplier, who in connection with the Contract suffer loss which is the result of actions or omissions of Buyer or from unsafe situations in his organisation. Before the start of the Work activities, Buyer will inform the staff-members deployed by Supplier of the house and security regulations applying within his organisation.
5. If computer-, data- or telecommunication facilities, including Internet, are used at the performance of the Contract, Buyer is responsible for the correct choice of the means required for this purpose and for the timely and complete availability of it, except for those facilities which are subject to the direct use and management of Supplier. Supplier is never liable for loss or costs related to transmission errors, disruptions or non-availability of these facilities.

Article 9. Delivery Terms

1. All (delivery) terms and (delivery) data mentioned or agreed by the Supplier are made to the best of his knowledge based on the data known to him at the moment de Contract was entered into. The interim (delivery) dates mentioned by Supplier

or agreed between Parties each time apply as target dates, are non-binding for the Supplier and only have an indicative character. Supplier makes reasonable efforts to comply with the final (delivery) terms and final (delivery) data. Supplier is not bound to a final (delivery) term or (delivery) date which is no longer feasible because of circumstances out of his control which have occurred after the start of the Contract. Neither is Supplier bound to a (delivery) date or (delivery) term, final or not, if Parties have agreed an adjustment of the contents or size of the Contract (additional work, change in the specifications etc.) or a change in the approach of the performance of the Contract. If it is likely that a term will be exceeded, Supplier and Buyer will enter into mutual consultation in order to discuss the consequences of any exceeding for further planning.

2. If a (delivery) term or (delivery) date set by Supplier or agreed between Parties is exceeded, then the Supplier is not in default. In all cases – therefore also in case Parties have expressly agreed a final (delivery) term of (delivery) date in writing - Supplier will not be in default until Buyer has given notice of default. A notice of default must include a description which is as detailed as possible of the shortcoming, so that the Supplier is given the occasion to respond adequately.

Article 10. Dissolution and Cancellation of the Contract

1. If matters have been recorded in the Contract regarding dissolution and cancellation, then the provisions of the Contract prevail as far as they are in conflict with the provision in these general conditions.
2. Each of the Parties are entitled to dissolve the Contract because of an attributable shortcoming with regard to the fulfilment of the Contract only if the other Party, every time in all cases after a written notice of default which is as detailed as possible which sets out a reasonable term for repair of the shortcoming, attributable fails to perform the essential obligations of the Contract. Payment obligations of Buyer and all other obligation of Buyer to cooperate or a third to be engaged by Buyer are all subject to the obligations of the Contract.
3. If at the moment of the dissolution Buyer as referred to in the previous paragraph has already received performances with regard to the performance of the Contract, these performances and the payment obligations related to them will not be subject of undoing, unless Buyer proves that Supplier is in default with regard to the essential part of those performances. Amounts invoiced by Supplier prior to dissolution related to the performances which Supplier has already properly carried out with regard to the performance of the Contract, remain fully owing, taking into account what is stipulated in the previous full sentence, and are immediately due and payable at the moment of dissolution.
4. If the Contract which according to its nature and contents is not terminated with its completion is entered into for an indefinite period, can also be terminated in writing by each of the Parties after proper consultation and substantiated with reasons. If Parties have not agreed upon a period of notice of termination, a reasonable term has to be taken into account at this notice. Parties will never be obliged to pay any compensation for cancellation.
5. Buyer is never entitled to end a Contract of services or of assignment entered into for a definite time period, before term.
6. Supplier can cancel the Contract, in whole or in part, immediately and without notice of default if Buyer – provisionally or not – is granted a moratorium, if a winding-up petition has been applied for with regard to Buyer, if the company of Buyer is liquidated or terminated otherwise than for reconstruction or merging of companies, or if the decisive voice with regard to the company of Buyer changes. Supplier is never held to any compensation of already received payments or compensation for loss because of this termination. In case of bankruptcy of Buyer

the right to use the software, websites and such like provided by the Supplier lapses by force of law.

Article 11. Liability of Supplier

1. The total liability of Supplier because of an attributable shortcoming with regard to the performance of the Contract or subject to any other heading, including expressly also each shortcoming in the performance of a guarantee obligation agreed with Buyer, is limited to compensation for direct loss up to maximally the amount of the price (exclusive of VAT) stipulated for that Contract. If the Contract is mainly a duration contract with a term of more than one year, the price stipulated for the Contract is set at the total of the prices (excl. VAT) for one year. In no case does the total liability of the Supplier for direct loss, under whatever heading, amount to more than € 100,000.00 (hundred thousand).
2. The liability of Supplier for indirect loss, consequential loss, lost profit, missed savings, reduced goodwill, loss due to business stagnation, loss due to claims of customers of Supplier, loss related to use by Buyer of items prescribed by Supplier, materials or software of thirds and loss related to supplier companies of Supplier is excluded. Also excluded is the liability of Supplier for mutilation, destruction or loss of data or documents.
3. The exclusions and limitations of the Supplier's liability, as described in the previous paragraphs of this article, are without any effect to the other exclusions and limitations of Supplier. Special provisions regarding liability prevail over the general provisions.
4. Unless performance by Supplier is permanently impossible, the liability of the Supplier is created because of attributable shortcoming with regard to the performance of the Contract only if Buyer immediately gives Supplier notice of default setting a reasonable term for repair of this shortcoming; and if Supplier remains in default with regard to the fulfilment of his obligations also after this term has lapsed. The notice of default must include a description of the shortcoming, which is as complete and detailed as possible, so that the Supplier is given the occasion to react adequately.
5. Precondition for the creation of any right to compensation is in all events is that Buyer reports the loss to the Supplier as soon as possible after its occurrence and in writing. Each claim for compensation to Supplier lapses with the expiry of twenty-four months after the creation of the claim.
6. Buyer indemnifies Supplier against any claims of thirds related to product liability resulting from defect in the product or system delivered by Buyer to a third and which also consisted of equipment, software or other materials delivered by Supplier.
7. The stipulated in this article and also all other limitations and exclusions of liability mentioned in these general conditions also apply for the benefit of all (legal) persons Supplier engages for the performance of the Contract.

Article 12. Force Majeure

1. Supplier is not bound to fulfil any obligation, including any guarantee obligation agreed with Buyer, if he is unable in this respect as a result of force majeure. Force majeure also includes:
 - a. Force majeure of the supplier companies of Supplier;
 - b. The non-proper fulfilment of obligations of the supplier companies which are prescribed by Buyer for Supplier;
 - c. Deficiency of matters, equipment, or materials of thirds of which the use has been prescribed by Buyer to Supplier;
 - d. Government measures;
 - e. Electricity breakdown;

- f. Interruptions of Internet-, computer network or telecommunication facilities;
 - g. War;
 - h. Staffing establishment;
 - i. Strike;
 - j. General transport problems;
 - k. Unavailability of one or more staff-members.
2. If a situation of force majeure continues more than ninety days, each of the Parties has the right to dissolve the Contract in writing. That what has already been carried out on the basis of the Contract, is in that event settled in proportion, without Parties owing each other anything further.

Article 13. Changes and Additional Work

1. If Supplier at request or with prior consent has carried out work activities or other performances falling outside the content or scope of the agreed work activities and/or performances, these work activities or performances will be reimbursed by Buyer according to the agreed rates and in absence thereof according to the usual rates applied by Supplier. Supplier is never obliged to meet such a request and he can desire a separate written agreement to be entered into for this purpose.
2. Buyer accepts that the agreed or expected time of completion of the services and mutual responsibilities of Buyer and Supplier can be influenced by the work activities and performances as referred to in this article. The fact that (the demand for) additional work occurs during the performance of the Contract, never forms ground for the Buyer to cancel or dissolve the Contract.
3. For as far as a fixed price has been agreed for the services, when requested, Supplier will inform Buyer in writing on the financial consequences of the extra work activities or performances as referred to in this article.

Article 14. Transfer of Rights and Obligations

1. Buyer is not entitled to sell and/or transfer the rights and/or obligations of the Contract to a third.
2. Supplier is entitled to transfer his claims to payment to a third.

Article 15. Disputes and Applicable Jurisdiction

1. The agreements between Supplier and Buyer are governed by Dutch Law. Applicability of the Vienna Sales Convention 1980 is excluded.
2. Disputes which may arise between Supplier and Buyer in connection with a Contract entered into by Supplier and Buyer or related to further agreements which follow from it, are adjudicated by the Court in Utrecht/Midden-Nederland.