

## GENERAL TERMS OF DELIVERY

### PART A - GENERAL

#### 1. Applicability

- 1.1 These general terms of delivery (the **Terms**) apply to all offers given by Eudifax B.V. (the **Supplier**) and to all agreements (the **Agreement**) between the Supplier and the client (the **Client**) concerning products and services (the **Products**) of the Supplier.
- 1.2 General or specific terms originating from the Client will never apply to an Agreement and are rejected by the Supplier, except for those terms (entirely or partially) that have been accepted by the Supplier in writing.

#### 2. Modules

- 2.1 These Terms consist of three parts: parts A, B and C. Part A includes the general terms and conditions that apply to all Offers and Agreements while parts B and C apply to all Agreements that (also) include software services (part B) and consulting and secondment services (part C). Should any conflicting situations arise between part A, on the one hand, and parts B and C on the other hand, the specific provisions included in parts B and C take precedence over the provisions in part A.
- 2.2 Insofar as an Agreement deviates from one or more provisions in these Terms, the Agreement takes precedence. In that case, the other terms and conditions in these Terms will remain applicable to the Agreement.

#### 3. Offer

- 3.1 All offers submitted by the Supplier (an **Offer**) are non-committal and valid for the period indicated in the Offer. When no term of validity is mentioned, the Offer automatically lapses within five (5) working days after the date on the Offer.
- 3.2 Pricelists provided to the Client by the Supplier, or any other list that contains general rates and prices, should not be considered as an Offer.

#### 4. Agreement

- 4.1 An Agreement between the Supplier and the Client shall only be concluded when (1) the Client accepts the Offer, (2) the Supplier confirms a verbal or written commission or order from the Client while not based on a formal Offer, or (3) when the Supplier has commenced the work activities as described in the Offer.
- 4.2 If these Terms applied to a previous Agreement, then they automatically apply to every Agreement concluded at a later time – without the need for a separate confirmation to this effect between the respective parties – unless it has been stipulated and agreed otherwise in the new Agreement and in writing.

## **5. Provisions that are null or voidable**

- 5.1 When one or more provisions in these Terms are deemed null or voidable, the other provisions stipulated in these Terms shall still apply to the Agreement.
- 5.2 The Supplier and the Client will consult about replacing a null or voidable provision in the Terms with a provision that is either valid or which cannot be nullified, and which takes the original purpose and purport of the removed provision into account as much as possible.

## **6. Price**

- 6.1 The prices listed in an Offer or Agreement are in euros and exclusive of costs for packaging, transport and other types of shipment, import documents, (transport) insurance(s), travel time, and travel and accommodation costs, as well as VAT and/or other statutory levies.
- 6.2 When the Client commissions the Supplier to deliver a product for which no price has been agreed in the Agreement, and the Supplier carries out the order, then this commission will be charged at the prevailing price at the time of the performance.
- 6.3 When the Agreement relates to a continuing performance between the Client and the Supplier, the Supplier is entitled to raise the prices as indicated in articles 6.1 and 6.2 once per year in accordance with the Consumer Price Index (CPI) established by Statistics Netherlands (CBS).
- 6.4 If three (3) months have passed from the date the Agreement was concluded and the obligations arising from this Agreement have not yet been fulfilled, the Supplier reserves the right to implement a price increase in one or more of the price determinants and charge this to the Client. The payment of the price increase will be made simultaneously with the payment of the principal sum of the final term.
- 6.5 If the increased price that the Supplier wishes to charge, as mentioned in article 6.4, is more than 5 percent (5%) higher than the original price, the Client will be entitled to cancel the Agreement, insofar it concerns the Supplier's future obligations, within seven (7) days after the Client has been notified of the price adjustment. The Client will not be entitled to reimbursement for any damages.

## **7. Payment**

- 7.1 The invoiced amounts charged by the Supplier to the Client must always be paid without any deductions or settlement within 30 days after the invoice date and in the manner indicated by the Supplier.
- 7.2 If the Client fails to pay an invoice as stipulated in article 7.1, then all other outstanding invoices will be made immediately payable without the need for a notice of default sent by the Supplier. The Client will then owe the Supplier the statutory trade interest (Art. 6:119a of the Dutch Civil Code) on the invoiced amount.

- 7.3 If the Client defaults or is in breach of the (timely) fulfilment of its obligations, all reasonable extrajudicial costs for the collection of payments shall be paid by the Client. These costs amount to at least 10% of the outstanding invoices with a minimum of € 200. However, if the Supplier incurred higher but reasonably necessary collection costs, the actually incurred costs will be charged to the Client, as will any incurred judicial and execution costs. The Client will also be charged the statutory trade interest on the collection costs owed.

## **8. Duration**

- 8.1 The Agreement will be concluded for the period as stipulated in the Agreement. When no definite period is mentioned, and the Agreement involves a continuing performance agreement, the Agreement will be concluded for an indefinite period with a minimum duration of one year.
- 8.2 Both the Supplier and the Client are entitled to cancel the Agreement in writing by the end of the agreed period by observing a notice period of three months' unless the Agreement stipulates otherwise.

## **9. Delivery**

- 9.1 Any agreed or indicated period for the execution of specific activities or delivery of specific Products can never be considered as strict deadlines. The Supplier can never be held liable for the consequences of delay(s) in deliveries as indicated above.
- 9.2 When such a deadline has lapsed, the Client needs to declare the Supplier in default in writing and offer the Supplier a reasonable period to meet the obligations as stipulated in the Agreement. When an agreed delivery date for certain Products cannot be met by circumstances that cannot be attributed to the Supplier – including the purchase of third-party products and services by the Supplier – then this date will be extended with a period equal to the delay caused by these circumstances.
- 9.3 From the moment the Products have been delivered to the Client, the Client is responsible for these Products. The transport of Products is at the risk of the Client. The term transport also includes the partial or entire transfer of data carried out by means that are not managed by the Supplier.
- 9.4 The (temporary) storage or any other temporary holding of Products or goods (including archives) that have been (temporarily) made available to the Supplier by the Client or at the Client's request, and the transport of goods from the Client to the Supplier and vice versa, will always be at the risk of the Client.
- 9.5 The Supplier reserves the right to have certain activities carried out by third parties. The applicability of articles 7:404, 7::407 paragraph 2, and 7: 409 of the Dutch Civil Code are explicitly excluded.

**10. Extended ownership proviso**

- 10.1 The Products delivered by the Supplier will remain the Supplier's property until the Client has fulfilled all obligations from all Agreements concluded with the Supplier, such as:
- a) the compensation(s) related to the delivered or to be delivered Products;
  - b) possible claims – including extrajudicial collection costs and delay interest – caused by the Client defaulting on one or more Agreements.
- 10.2 The Products delivered by the Supplier that fall under the ownership proviso of the Supplier under article 10.1 can only be sold on within the framework of the normal operations of the Client (but only when this has been explicitly consented to in the Agreement).

**11. Warranty**

- 11.1 Pursuant to a warranty period of three (3) months after the delivery of the Products by the Supplier, any defects in the Products delivered by the Supplier will be resolved by restoring or (partially) replacing the Products free of charge. If the delivery concerns goods, the Supplier will then become the owner of the replaced goods or parts.
- 11.2 Small deviations in the agreed specifications, colours/formats and/or shapes are allowed if and insofar they do not reasonably hamper the use of the Products involved.
- 11.3 The above-mentioned warranties do not apply when a defect can be attributed to circumstances that, according to commercial practice, are at the risk of the Client, which certainly include any incorrect or unusual maintenance on the Products, any (further) processing of Products, or when the Products were used inexpertly or in a manner that is inconsistent with the intended purpose.

**12. Dissolution**

Both the Supplier and the Client are entitled to have an Agreement wholly or partially dissolved with immediate effect, extrajudicially and without notice of default in writing, when the other party applies for suspension of payments or bankruptcy, has been declared bankrupt, or when the company is in liquidation.

**13. Liability**

- 13.1 The obligation of the Supplier to compensate damage on whatever basis is limited to damage against which the Supplier is insured under an insurance policy taken out by or on behalf of it.
- 13.2 However, the scope of this obligation is never greater than the amount paid out under this insurance in the relevant case.
- 13.3 If, for whatever reason, the Supplier cannot rely on paragraph 2 of this article, the obligation to compensate damage is limited to a maximum of 15% of the total order amount (excluding VAT). If the agreement consists of parts or partial deliveries, this obligation is limited to a maximum of 15% (excluding VAT) of the order price of that part or partial delivery. In the case of continuing performance contracts, the obligation to compensate damage is limited to a maximum of 15% (excluding VAT) of the order amount due over the last twelve months prior to the event causing the damage.

13.4 Not eligible for reimbursement:

- A consequential damage. Consequential damage includes stagnation damage, loss of production, lost profit, fines, transport costs and travel and accommodation costs;
- b) supervisory damage. Supervision damage includes, among other things: damage caused by or during the execution of the work to items being worked on or to items located in the vicinity of the place where work is being done;
- c) damage caused by intent or deliberate recklessness of assistants or non-managerial subordinates of the Customer.

If possible, the Customer can insure itself against these damages.

- 13.5 The Customer indemnifies the Supplier against all claims from third parties due to damage caused by or in connection with Goods supplied by the Supplier, insofar as the Supplier would not be liable to the Customer for such damage.

**14. Intellectual property**

- 14.1 Unless explicitly agreed otherwise in writing, the Supplier and its subcontractors retain the copyrights and all other intellectual property rights on subsequent or related (delivery of) Products.
- 14.2 Nothing in these Terms leads to the transfer of any intellectual property right to the Client. Such a transfer of property rights can only be effected by the deposit of an appropriate instrument.
- 14.3 The Client will only obtain the non-exclusive, non-transferable user rights and authorities as granted to the Client in this Agreement (including these Terms).
- 14.4 Upon violation of what is stipulated in this article 14, the Client will owe the Supplier an immediately payable fine of three (3) times the invoice amount for the respective Products, without prejudice to the Client's right to claim full compensation for damages.

**15. Privacy and data processing**

- 15.1 If requested, the Supplier will inform the Client in writing about the way the Supplier carries out its obligations in compliance with the laws and regulations regarding the protection of personal information, including compliance with the General Data Protection Regulations. The Supplier and the Client will enter into a data processing agreement if this is legally mandatory.

- 15.2 The Client indemnifies the Supplier against all claims made by persons whose personal information has been registered or processed within the framework of a registration of persons kept by the Client or for which the Client is held responsible by law.
- 15.3 The Client is the sole responsible party for the processing of personal information by using a service or product delivered by the Supplier. Towards the Supplier, the Client guarantees that the content, the use, and/or the processing of data will not be unlawful and that it will not infringe any third-party rights. The Client indemnifies the Supplier against any (legal) third-party claims related to these data or the execution of the Agreement.

## 16. **Confidentiality**

Both the Client and the Supplier are bound to protect all confidential information that they obtain from each other or from any other source within the framework of the Agreement. Information shall be deemed confidential when the Supplier or the Client has notified the other party that it is confidential, or when this ensues from the nature of the information. All information issued by the Supplier to the Client is deemed to be confidential.

## 17. **Applicable law and disputes**

- 17.1 All agreements concluded by the Supplier are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.
- 17.2 All disputes between the Supplier and the Client will be brought before the competent judge at the District Court of Midden-Nederland, location Lelystad.

## **PART B – SOFTWARE SERVICES**

In addition to part A, Part B of these Terms will be applicable when the Agreement relates to the delivery of services in the area of the development and provision of software (including data banks) (the **Software**)

## 18. **Backups**

The Supplier is not required to make spare copies (backups) of the data or settings stored in software that is made available by the Client unless this has been otherwise stipulated in the Agreement.

## 19. **Purpose**

The Client is only entitled to have the Software used by the end-users within its organisation for the operational purpose for which it is intended. The Client is not allowed to let third parties use the Software without the Supplier's prior written consent.

## 20. **Availability and adjustment**

- 20.1 The Supplier will make the required efforts to always have the Software delivered and/or made available in a proper working condition and will aim for a reasonable availability, quality, and security of the Software. The Supplier cannot guarantee that the Software functions entirely without defects, malfunctions or disruptions unless otherwise stipulated in the respective Agreement.

- 20.2 The Supplier reserves the right to implement intermediate changes in the (technical and functional features of the) Software to improve the functionality of the Software and to repair any defects or comply with applicable laws and regulations.
- 20.3 Whenever this is reasonably possible, the Supplier will make the required effort to identify possible defects in the Software, or have them identified, and to repair them. However, the Supplier cannot guarantee that all defects will be repaired.
- 20.4 The Supplier reserves the right to take the Software temporarily out of service for carrying out activities such as maintenance, adjustments, or improvement of the Supplier's computer systems and infrastructure/networks or of those belonging to third parties from which the Supplier receives services relating to the Software.

## **21. Hacking and access to Software**

- 21.1 The Client will always be the responsible party for taking and applying security measures concerning the means of access (such as login codes) (the **Means of Access**) necessary to prevent abuse/fraud/hacking by third parties. The Supplier's responsibility is limited to taking and applying reasonable measures to prevent abuse/fraud/hacking by third parties insofar they only relate to the Software that has been made available.
- 21.2 The Means of Access provided by the Supplier to the Client are non-transferable, strictly personal, and only intended to be used within the Client's organisation. The Client will take due care and diligent measures concerning the use of the Means of Access and protect them against access by third parties.

## **22. Suspension**

The Supplier has the right to entirely or partially block access to the Software if the Client fails to meet any of the obligations resulting from the Agreement starting fourteen (14) days after a prior reminder or notice of default.

## **23. Data**

- 23.1 The Client remains entitled to the data that has been stored, edited, processed or otherwise entered by using the Software.
- 23.2 The Client and its Users will determine which data will be stored, edited, processed or otherwise entered by using the Software. The Supplier has no knowledge of this data. Therefore, the Client will remain responsible for all data entered by the Client and the Supplier cannot be held liable for damages ensuing from or relating to the data entered by the Client. The Client indemnifies the Supplier against third-party claims to compensation for incurred damages and which these third parties may want to claim from the Supplier, insofar as this claim pertains to the Client's use of the Software.
- 23.3 The Supplier is not obliged to check the correctness and completeness of the provided data and is, therefore, not liable for the consequences resulting from the use of incorrect and/or incomplete data provided by the Client.

## **24. Consequences of termination of the Agreement**

- 24.1 Upon termination of the Agreement, the Supplier and the Client undertake to collaborate in good faith should the Client need any support with the migration of the data entered by using the Software and with the transfer of this data to the Client or to a third party appointed by the Client during this 'migration period', insofar this can all be reasonably and fairly expected from the Supplier.
- 24.2 The Supplier will charge the costs incurred for the migration of data to the Client based on a subsequent calculation of costs.
- 24.3 After the Agreement has terminated, the Client can issue a one-off request to have the data entered by using the Software delivered to the Client. The Supplier will provide the Client with the data in a format used by the Supplier. At the request of the Client, the Supplier will provide a quotation of possible additional costs for the transfer. When the Client has not indicated that it wants to effectuate the transfer of data within thirty (30) days after the termination of the Agreement, the Supplier is entitled to delete and destroy the data stored, edited, processed or otherwise entered with the use of the Software from its servers without prior notification to the Client.

## **25. Liability**

If and insofar as the delivery of Software (licenses) by the Supplier to the Client deviates from what is stipulated in article 13 (Liability), the following applies:

- 25.1 The Supplier will be held liable for damages incurred by the Client which are the direct and sole result of a shortcoming in the fulfilment of the Agreement that can be attributed to the Supplier and which needs to be revealed within a maximum period of twenty-four (24) months after delivery or the termination of the Agreement.
- 25.2 This liability is limited to a maximum amount of three (3) times the invoice amount excluding VAT, with a maximum of € 100,000 (one hundred thousand euros). If it concerns a continuing performance agreement, the liability will be limited to an amount equal to three (3) times the total invoice amount as agreed and charged in relation to the Agreement over the last six (6) months (excluding VAT) before the damage at the Client occurred, with a maximum of € 100,000 (one hundred thousand euros). This limitation of liability similarly applies to possible indemnification obligations of the Supplier.
- 25.3 Damages that will not be compensated include:
- a) damages caused by actions or neglect by the Client or third parties that are in violation of the instructions issued by the Supplier or with the Agreement and these Terms;
  - b) damages that are a direct or indirect result of incorrect, incomplete and/or flawed information issued by or on behalf of the Client to the Supplier.



- 25.4 If and insofar as the (functioning of) the Software depends on the (functioning of) third-party services, the Supplier will also never accept liability for the occurrence of damages that are directly or indirectly caused by the malfunctioning (or no longer functioning) of these third-party services. This will be irrespective of the fact that the Client and/or the Supplier are denied access to these services which is not caused by an attributable shortcoming on the part of the Supplier towards this/these third party(ies) based on an agreement with this/these third party(ies).
- 25.5 The Client indemnifies the Supplier against all third-party claims resulting from damages due to or related to activities and/or Products delivered by the Supplier.
- 25.6 For the applicability of this article, a series of related damage-causing events will be considered as one event/damage claim.
- 25.7 The liability limitations and/or exclusions included in this article also apply in favour of the Supplier's employees and auxiliary personnel involved in the Supplier's part of the execution of the Agreement.

## **PART C – CONSULTING AND/OR SECONDMENT SERVICES**

In addition to part A, part C of these Terms applies to the consulting and/or secondment services provided by the Supplier within the framework of an Agreement.

### **26. Consulting and secondment services**

- 26.1 The Supplier can offer further support to the Client by deploying or seconding an employee of the Supplier (the **Employee**) for the execution of the work activities as described in the Agreement. The period during which the Employee will be seconded or the duration of the work activities will be determined in the Agreement.
- 26.2 The Supplier will make the required efforts to second an Employee who has the expertise and skills that are necessary and reasonably expected for the execution of the work. Before the respective work starts, the Client will independently assess the expertise and skills of the Employee.
- 26.3 The Client is not allowed to deploy the Employee outside the Netherlands without the Supplier's prior written consent.
- 26.4 If the Employee is no longer available due to the termination of their employment contract with the Supplier or due to a long-term illness, the Supplier will do its utmost to find a replacement in consultation with the Client. If no replacement can be found, the Agreement terminates without the Supplier being held liable for any damages incurred by the Client.

### **27. Indemnification**

The Client indemnifies the Supplier against any claim from the Client and third parties caused by mistakes made by the Employee and the execution of the respective work.

### **28. Rates**

- 28.1 The work taken on by the Employee will be charged to the Client on a cost-plus-work basis or based on a previously agreed fixed rate per hour or per project.

- 28.2 The (hourly) rate is stipulated in the Agreement. The rate only applies to the Employee mentioned in the Agreement.
- 28.3 The hourly rate mentioned in the Agreement only applies to the calendar year in which the commission has been accepted by the Client. Price increases that are caused by measures taken by (semi) governmental bodies will be charged to the Client starting the moment these increases become effective. Price increases that are caused by the development of labour costs at the Supplier will be calculated from 1 January of each year.
- 28.4 When stipulated in the Agreement, the Supplier is also entitled to charge other costs, such as travel and accommodation costs, to the Client.

**29. Invoicing**

- 29.1 Any objections to the correctness of the invoices sent by the Supplier to the Client must be submitted in writing and stating reasons within eight (8) days after the invoice date. When no objections are raised within that time frame, the Client is deemed to have accepted the invoice.
- 29.2 If the Client contests the correctness of an invoice, it will still be obliged to pay the uncontested part of the invoice.

**30. Protection against hazards**

The Client undertakes to adhere to all provisions listed in article 7:658 of the Dutch Civil Code (protection against hazards) concerning the Employee involved in the work activities. In this respect, the Client accepts full responsibility towards the Employee and the Client indemnifies the Supplier against any claim from the respective Employee.

**31. Good patronage**

- 31.1 When carrying out supervision or management – when applicable – and with regard to the execution of the work activities by the Employee, the Client will behave in the same diligent manner towards the Employee as it does towards its own employees.
- 31.2 The Client is not allowed to assign the Employee to do work for or at the location of third parties. The description “work for or at the location of third parties” also implies the hiring out to a (legal) entity that is part of the Client's group (concern) as established in article 7:691 sub 6 of the Dutch Civil Code.

**32. Payment of social insurances, contributions, and taxes**

On behalf of the Client, the Supplier will ensure compliance with social insurances legislation and taxes for the Employee who is or was involved in the work activities. The Supplier indemnifies the Client against all claims and/or subsequent levies for social contribution charges and/or taxes relating to the Employee who is (was) involved in the work activities as described in the Agreement.

### **33. Employing the Employee**

- 33.1 The Client is not allowed to enter into an employment agreement with the Employee, or via third parties, or to have the Employee carry out work activities for the Client unless the Supplier has received a reasonable compensation to cover the costs for the (possible) deployment, recruitment or training of the respective Employee.
- 33.2 The prohibition mentioned in article 33.1 applies for the duration of the Agreement and for a subsequent period of twelve months after the termination of the Agreement.
- 33.3 The Supplier has set the reasonable amount as the compensation described in article 33.1 at € 25,000 (twenty-five thousand euros) per Employee, without prejudice to the Supplier's right to specify another fair compensation.

### **34. Termination of the Agreement**

- 34.1 When an Agreement as intended in this part C has been concluded for an indefinite period, then both the Supplier and the Client are entitled to terminate this Agreement by observing a notice period of one month from end of the month. The intermediate termination of Agreements concluded for a definite period will not be allowed unless the Agreement stipulates otherwise.
- 34.2 If the Employee continues his or her work without any objection from the Client, the Agreement will be deemed to have been extended for an indefinite period. Termination of the Agreement will then be possible by observing a notice period of one month from the end of the month.

Should there be versions of these Terms in a language other than Dutch, the Dutch version will take precedence.