

1. General

- 1.1 These General Terms and Condition shall, to the exclusion of all terms and conditions of third parties, govern all services rendered by companies of the Corvers Holding ("Corvers") to a third party ("Customer") and all related agreements and connected actions, whether preparatory or executional in nature, such as quotations, confirmation orders, service-descriptions and time-schedules, except where these General Terms and Conditions specify otherwise.
- 1.2 Deviating conditions shall apply only to the extent that Corvers expressly agrees to them in writing, and they shall apply exclusively to the agreement(s) for which Corvers has accepted the deviating conditions.

2. Quotations

- 2.1 All quotations shall be free of obligation, unless the quotation specifies a period of validity. All quotations contain industrial secrets and must be treated as confidential and be used only for assessment purposes. Except where necessary for the purposes of assessment or where permitted, any kind of reproduction and/or publication, in terms of the 1912 Copyright Act (Auteurswet 1912), of (parts of) a quotation shall be prohibited, in whatever shape or form this reproduction and/or publication may take place.
- 2.2 If a quotation contains explicit deviations from these General Terms and Conditions, said deviations shall prevail over these General Terms and Conditions. The Customer shall give Corvers a guarantee that no infringement of whatever kind of any legal provision relating to invitations for tenders shall take place and shall hold Corvers harmless from any and all third-party claims in this respect and all costs and any damage which might result for Corvers from such claims.
- 2.3 The contents of all price lists, brochures and other information furnished with a quotation shall be as accurate as possible. The information concerned shall be binding on Corvers only if Corvers gives explicit written confirmation in this respect.
- 2.4 The Customer is aware that Corvers act, in some cases, as an intermediate of services and that, in such cases, each quotation shall be drawn up to the best of Corvers's knowledge on the basis of information from Corvers's service-provider(s) concerning job description, experience, and expected execution dates, and that Corvers cannot accept any liability in this respect, unless a quotation explicitly states otherwise.

3. Agreements

- 3.1 An agreement shall not be deemed to exist until Corvers has accepted or confirmed an order in writing, or if, without written acceptance or confirmation, Corvers commences actual performance of an agreement. The confirmation order shall be deemed to reflect the agreement accurately and in full. If an agreement is not concluded, the Customer shall be obliged, at Corvers's first request, to return or destroy the quotation and other related documentation which it has received.

4. Acceptance

- 4.1 If the parties agree on an acceptance procedure, it shall be drawn up in mutual consultation. In order for them to remain valid, the agreed acceptance criteria may not include any vague or subjective criteria or norms and must be measurable in unambiguous and objective terms. The results of each and every acceptance test shall be recorded in an acceptance test protocol. As soon as the acceptance test protocol has been signed by both parties, the acceptance test shall be deemed to have been successful and the delivered products to have been accepted.
- 4.2 If the parties have not agreed on an acceptance procedure, the Customer shall be deemed to have accepted the services at the time of their performance. If parties have agreed upon certain results of the services, such as reports, the Customer shall be deemed to have accepted these results at the time of their delivery as defined in Article 5.1.
- 4.3 Non-acceptance on the part of the Customer shall be reported forthwith, in writing and with a statement of reasons, to the other party within the agreed period; failure to do so shall imply acceptance of the delivered results. Acceptance may never be withheld on unreasonable grounds.
- 4.4 At the moment of (partial) acceptance by the Customer, Corvers shall be deemed to have met all its obligations up to and including the moment of (partial) acceptance, without prejudice to any existing warranty obligations on the part of Corvers.

5. Prices, rates, invoices and payment

- 5.1 The prices and fees for Corvers's services shall be reported in the quotation. All prices and rates shall be exclusive of VAT and all other statutory charges and taxes. Except where otherwise specified in a quotation, deliveries of the results of the services (such as reports) in the Netherlands shall be made D.D.P. (Delivery Duty Paid), in accordance with the Incoterms 1990, and deliveries of the results of the services outside the Netherlands shall be made E.W. (Ex Works) in accordance with the Incoterms 1990.
- 5.2 All Corvers's services shall be charged on the basis of a final cost calculation, unless a fixed price is involved. This fixed price shall be exclusive of the amounts described in the third paragraph of this Article.
- 5.3 Hours spent travelling and travel, accommodation, telecommunication costs and any and all related costs shall be charged at the applicable rates, unless specified otherwise in the quotation.
- 5.4 All costs connected with the provision of services, such as the standing idle of personnel made available for the performance of this agreement, shall be charged at the applicable rates.
- 5.5 All prices and rates may be adjusted at any time on the grounds of price and rate adjustments by third parties employed by Corvers, on the grounds of agreements ensuing from a relevant Collective Labour Agreement (CAO) and/or on the grounds of changes to relevant regulations.
- 5.6 All rates may be altered once per year by a percentage amount equal to the change in the index for wage adjustments per year for the relevant industry, as published by the CBS (Dutch Central Bureau for Statistics), on the basis of 1990 = 100.
- 5.7 Invoicing shall take place upon (partial) delivery of the results of the services or upon (partial) completion of the services, unless otherwise specified in the quotation.
- 5.8 Payment must be made within thirty (30) days of the invoice date, without settlement or compensation of any amounts. If the Customer fails to make proper payment, it shall be in default by operation of law without any further notice of default being required.
- 5.9 In the event of late payment, the Customer shall, without prejudice to Corvers's other rights

(such as its right to suspend performance of the agreement), owe interest on the outstanding amount equal to the legal interest calculated on an annual basis. If, after notification of default, the Customer still fails to pay the claim, the claim may be passed to a third party for collection, in which case the Customer shall also be obliged to pay in full all the (extra-)judicial costs connected with the recovery of the amount owed by the Customer, in addition to the total amount owed at that time. The extra-judicial costs shall be calculated in accordance with the Dutch Bar Association's recovery rates (Incassatarief van de Nederlandse Orde van Advocaten).

- 5.10 Net orders for an amount of less than € 1,000 shall be subject to a handling fee of no less than € 75.

- 5.11 Upon or after conclusion of an agreement, the Customer shall be obliged, at the request of Corvers, to provide sufficient security for its payment obligations and other obligations under the agreement. Corvers shall be entitled to suspend its obligations pending the provision of such security.

6. Retention of title

- 6.1 All goods delivered to the Customer in relation to the (results of the) services, such as diskettes and cd-roms, shall remain the property of Corvers until all amounts owed by the Customer for the goods (to be) delivered and the services (to be) performed pursuant to the agreement—including the amounts described in Article 5.9, also including interest and collection costs—have been paid in full. The property rights shall be granted or, in some cases, transferred to the Customer on condition that the Customer pays the agreed fees in full and on time.

7. Additional work

- 7.1 Additional work, for which a fee may be charged, shall be deemed to exist:
- if, as a result of additional wishes on the part of the Customer, Corvers's services as originally agreed are increased or expanded;
 - if amendments are made to the conditions concerning the performance of the agreement, the project plan and/or the specifications;
 - if there are any circumstances which give rise to price increases, provided that Corvers cannot be held responsible for the occurrence of such circumstances;
 - if the Customer defaults in the performance of any of its obligations under the agreement and, as a result, Corvers's services as originally agreed are increased or expanded.
- 7.2 Additional work shall be charged on the basis of final cost calculation, unless specified otherwise in the quotation.
- 7.3 Before starting the additional work as defined in the first paragraph under a. and b, Corvers shall issue a written quotation concerning the scope of the additional work expected by Corvers and the related costs, unless, in the opinion of Corvers, it is not possible to issue such a quotation. When issuing the quotation, Corvers shall be entitled to prescribe additional or more stringent conditions in relation to the nature of the additional work. If the quotation for the additional work is rejected, all the related consequences shall be for the sole risk and account of the Customer. The lack of a written order from the Customer for the additional work shall not prejudice Corvers's right to claim settlement of the costs involved.
- 7.4 Adjustments for reductions in the amount of work are hereby explicitly ruled out, unless specified otherwise in the quotation.

8. Liability

- 8.1 Corvers's liability towards the Customer shall only extend to compensation for direct losses, and any liability which might exist on Corvers's part to compensate all losses, costs or payment obligations in connection with any agreement with the Customer shall be limited to the lowest of the two following amounts: an amount of € 10,000 or the total amount of the agreed price for the services rendered, activities and/or deliveries commissioned from Corvers. Direct losses shall be understood as being only those losses which are directly and inextricably linked to the event which caused the damage. This restriction shall apply to contractual and non-contractual liability, unless the direct losses in question are caused intentionally by or result from gross negligence on the part of Corvers's personnel, or such a restriction is not lawfully permitted.
- 8.2 Corvers shall not be liable for indirect losses, including among other things those connected with the loss of information, loss of profits or any other kind of consequential damage.
- 8.3 In connection with the requirements set by Corvers's insurer, claims for losses must be reported to the Corvers Holding B.V., within a reasonable time - twelve (12) months at the latest - of the losses having occurred. Failure to satisfy this condition shall mean that all of the Customer's possible rights (to recovery) shall have lapsed.

- 8.4 To the extent that, on the basis of these General Terms and Conditions, a (contractual) relationship is created between Corvers's service-provider and Corvers's Customer, this relationship shall, in addition to the conditions reported in Articles 9.1, 11.1 and 13, be exclusively governed by the service-provider's relevant liability conditions. The Customer hereby accepts (the applicability of) the conditions referred to in the previous sentence.

9. Warranty

- 9.1 The Customer is aware and accepts that, in some cases, Corvers is an intermediate of services as defined in Article 2.4 and that Corvers has not performed these services itself. Where applicable, the warranty on these services shall only be granted to the Customer directly by Corvers's service-provider. Corvers shall supply any applicable warranty conditions when requested. Corvers shall not issue any kind of warranty for the (results of the) services, except where this is explicitly stated in the quotation, or has been agreed, or has been reported in the Warranty Statement accompanying the services.

10. Force Majeure

- 10.1 If, as a result of an event of force majeure of a permanent or temporary nature, Corvers is prevented from performing the agreement (any further), Corvers shall be entitled, without any obligation to pay compensation and without seeking court intervention, to dissolve the agreement in full or in part by means of written notification, without prejudice to Corvers's right to payment from the Customer for services rendered by Corvers prior to the event of force majeure, or to postpone (further) performance of the agreement. In the event of postponement, Corvers shall still be entitled to dissolve the agreement in full or in part.
- 10.2 An event of force majeure shall be understood to include all circumstances which result in Corvers being temporarily or permanently unable to meet its obligations. Such circumstances include fire, frost, strikes or lockouts, riots, war, governmental measures such as import or export restrictions, exceptional levels of sickness amongst Corvers's personnel, default on the part of service-suppliers, refusal or annulment of necessary permits or licenses and, furthermore, all circumstances in which Corvers cannot (can no longer) be reasonably expected to (continue to) fulfil its obligations toward the Customer.

- property rights, payment obligations on the part of the Customer, confidentiality, export licences, applicable law and the settlement of disputes.
- 11. Licences to software/firmware/databases**
- 11.1 The copyright and all other intellectual and industrial property rights in the software (including "firmware"), databases, equipment and other material (documentation, reports, quotations etc.) supplied to the Customer by Corvers or made available in whatever way, shall remain exclusively with Corvers or its licensors. Licences shall be granted by Corvers only when agreed and when Corvers has authority to do so from its licensors. In some cases, the licences will be granted to the Customer directly by Corvers or by Corvers's service-providers or other proprietors, by means of a so-called "shrink wrap licence" for example.
- 11.2 The Customer shall be prohibited from removing or altering any proprietary notice concerning copyrights, trade marks, trade names or other intellectual and industrial property rights from software, reports, cd-roms or other materials. This shall also include any notices concerning the confidential and secret nature of (for example) reports.
- 12. Indemnification of intellectual property rights**
- 12.1 The Customer is aware and accepts that, in some cases, Corvers is an intermediate of services as defined in Article 2.4, and that it has not performed these services itself. Where applicable, indemnification for these services shall be granted directly to the Customer by Corvers's service-provider. Corvers shall provide any applicable warranty conditions when requested. Accordingly, Corvers shall not grant any kind of indemnification against liability for the (alleged) infringement of intellectual property rights in its service-providers' services.
- 12.2 Without prejudice to the provisions of Article 9, Corvers shall hold the Customer harmless from all third-party claims concerning the alleged infringement of any intellectual property rights embodied in the results of services delivered by Corvers, on condition that the Customer notifies Corvers of such claims in writing and without delay, and that the use of the results does not conflict with their purpose as described in the agreement. If, as a result of the aforementioned claims, legal proceedings are instigated against the Customer, Corvers shall, at its own request, be allowed to take over the entire defence from the Customer. In that case, the legal costs shall be for the account of Corvers and the Customer shall provide Corvers with assistance and all the information which Corvers requires.
- 12.3 If there is a threat of legal proceedings being instigated in connection with the rights to (a part of) the results of the services supplied and, as a result, the Customer may be denied use of the results supplied, Corvers shall, for its own account and at its own choice, either:
- acquire the right for the Customer to continue using the results; or
 - replace the results in question or alter them in such a way that the infringement ceases to exist; or
 - take back (a part of) the results and repay the Customer the price it paid, less the normal amounts for depreciation, without being bound to pay any further compensation. The provisions of Article 10 shall apply equally.
- 13. Cooperation**
- 13.1 In the context of the proper performance of an agreement, the Customer shall, at its own risk and expense and in a timely fashion, provide Corvers with any cooperation which Corvers may reasonably require, particularly for the purpose of consultancy services. This shall include, among other things, furnishing the requisite information and documentation, allowing easy access (to a network), making telecommunications and internet facilities available, reporting defects and faults properly, and making available work space and other facilities.
- 13.2 The Customer shall guarantee the accuracy and completeness of the information described in the first paragraph and guarantees that it is entitled and authorised to provide the cooperation described in the first paragraph. The Customer shall hold Corvers harmless from all third-party claims in this respect and from all costs and any losses which might result for Corvers from such claims.
- 13.3 If any information which is required for the performance of the agreement is not made available, not made available on time, or not made available in accordance with the agreement, or if the Customer fails to fulfil its obligations in some other way, Corvers shall be entitled to postpone fulfilment of its obligations under the agreement. Any resulting extra costs may be charged on by Corvers in accordance with the normal rates.
- 14. Dissolution and termination**
- 14.1 Either party shall be entitled to dissolve the agreement without court intervention, by means of a registered letter, if the other party continues to default in complying with its material obligations under the agreement after having received a proper written notification of default, which shall be as detailed as possible and shall stipulate a reasonable period for rectifying the event of default.
- 14.2 If, at the moment of dissolution as defined in the first paragraph, the Customer has already been rendered services in the performance of the agreement, these services and related payment obligations shall not be affected by the dissolution unless Corvers is in default with regard to these services. Amounts invoiced by Corvers prior to the dissolution in connection with that which Corvers has already supplied or performed, shall, with due observance of the provisions stated in the previous sentence, remain due in full and shall become immediately payable at the moment of dissolution.
- 14.3 Corvers's liability as a result of a dissolution as described in this Article, shall be expressly limited in the manner described in Article 9, but with the proviso that the compensation resulting from such a dissolution shall never be higher than 50% of the total of the amounts which Corvers has received from the Customer on the basis of the dissolved agreement.
- 14.4 Subject to the mandatory rules of law, the parties may not prematurely terminate an agreement which has been entered into for a definite period of time. An agreement for a definite period of time shall be renewed by operation of law for an equal period, unless one of the parties gives written notice of its termination of the agreement towards the end of the term, with due observance of the following notice periods:
- a minimum period of notice of one (1) month, in the case of an agreement lasting up to a maximum of six (6) months;
 - a minimum period of notice of three (3) months, in the case of an agreement lasting seven (7) months or longer.
- The parties shall never be obliged to pay any kind of compensation as a result of premature termination.
- 14.5 If an agreement for an indefinite period of time has been concluded which, in terms of its content and nature, does not end as a result of completion, either of the parties may, after proper consultations and with a statement of reasons, give written notification of its termination of the agreement. If the parties have not explicitly agreed on a period of notice, a reasonable period of notice - at least one month - must be observed when terminating the agreement. The parties shall never be obliged to pay any kind of compensation as a result of termination.
- 14.6 In addition, either party shall be entitled to terminate the agreement with immediate effect if the other party applies for a suspension of payments or files for bankruptcy, if a petition for the other party's involuntary bankruptcy is filed or if an attachment is levied on all or part of the other party's assets such that compliance with its obligations under the agreement cannot reasonably be expected. All invoiced amounts shall then become immediately payable. Corvers shall never be obliged to pay compensation as a result of this termination.
- 14.7 Termination and dissolution of the agreement shall not prejudice obligations which, by their very nature, are designed to continue to exist. These obligations shall include, among other things, the provisions concerning the indemnification of intellectual
- 15. Confidentiality**
- 15.1 Unless otherwise agreed in writing, the parties agree to maintain confidentiality and not to use for their own advantage any information which comes to their knowledge in connection with the performance of an agreement and which is designated as confidential or secret, including information about the content or use of software furnished or used by Corvers, documentation or other materials.
- 15.2 Unless agreed upon otherwise, Corvers is entitled to use the existence of the relationship with the Customer, a general description of the services rendered and the related results delivered in acquisition-processes and more in general in closed user groups.
- 16. Applicable law and settlement of disputes**
- 16.1 These General Terms and Conditions and each agreement shall be governed by Dutch law, with the exception of the United Nations Convention for the International Sale of Goods. Any dispute regarding the interpretation or implementation of these General Terms and Conditions shall be submitted to the competent court in 's-Hertogenbosch (the Netherlands), including the President of the Court presiding in summary proceedings, unless this conflicts with a mandatory rule of law. Each dispute shall, however, first be discussed between the Customer and Corvers in order to reach a solution in mutual consultation.
- 17. General**
- 17.1 In the event of contradictions between the provisions of these General Terms and Conditions and other provisions contained in the agreement, these General Terms and Conditions shall prevail, unless the provisions of Article 2.2 apply.
- 17.2 Corvers shall be unconditionally entitled to transfer the rights and obligations resulting from an agreement to third parties, which means that the Customer's approval shall not be required.
- 17.3 Each agreement shall be concluded on the suspensive condition that Corvers that Corvers has concluded a lawfully signed agreement with its possible service-provider(s).
- 17.4 To the extent that Articles 9.1, 11.1 and 13 refer to (the applicability of) other conditions, the parties shall be deemed to be familiar with the contents thereof, so that these other conditions do not require any further explanation. If the Customer so desires, Corvers shall furnish the relevant conditions (for information purposes) at its own expense.
- 17.5 Articles 7:400 up to and including 7:413 of the Dutch Civil Code shall not apply to the quotations and agreements, except where the law stipulates that their applicability cannot be ruled out.
- 17.6 In the context of the performance of agreements for the rendering of specified services, these services shall be rendered by members of staff of Corvers or third parties called in by Corvers, provided that they match the job descriptions in use at Corvers. At all times during the term of an agreement, Corvers shall be entitled, in consultation with the Customer, to replace members of staff or third parties with other members of staff or third parties, provided that they match the aforementioned job descriptions.
- 17.7 In the context of the performance of an agreement, Corvers shall have the unconditional right to make use of third parties, the costs of which shall be charged on to the Customer in accordance with the price list furnished by Corvers.
- 17.8 Except where claims pursuant to the law cannot be excluded and except where provided for in these General Terms and Conditions, Corvers shall not be under any obligation whatsoever and the Customer shall not be able to invoke any relevant claim.
- 17.9 None of the periods and dates with which Corvers must comply shall be of the essence. These periods shall be determined to the best of Corvers's knowledge on the basis of information known to Corvers at the time the agreement was concluded, and must be adhered to as much as possible. Corvers shall not be bound to (delivery) periods which, as result of circumstances which have occurred since the conclusion of the agreement, are no longer attainable. If there is a likelihood of any period being exceeded, Corvers and the Customer shall consult one another as soon as possible. In the event of late compliance, the Customer must notify Corvers of its default in writing.
- 17.11 If any of the provisions of the General Terms and Conditions proves to be void or is repudiated, the other provisions shall remain in full force and this shall have no effect whatsoever on (the performance of) the other parts of an agreement. Furthermore, in such an event, the parties shall consult with one another as soon as possible in order to reach a solution suited to the nature of the agreement and which most closely matches the aim and meaning of the void or repudiated provision.
- 17.12 When exporting products from the Netherlands, the Customer shall ensure that it has all the export licences required by the governments of the United States of America and the Netherlands and the Customer hereby holds Corvers harmless from any and all third-party claims which may arise from any violation on the Customer's part of the applicable export regulations.
- 17.13 In case telecommunication facilities are used, e.g. during the performance of an agreement or in connection with the use of the results of the services, Corvers is not liable for the correct choice and the timely availability of these facilities. Corvers is not responsible for mutilation or loss of data or results during the transport of data via telecommunication facilities.
- 17.14 As far as licenses or permits are required for the use of the results of services, and in as far as the results must be or will be certified, it will be the joined responsibility of Corvers and Customer that such licenses or permits will be obtained and that the results meet all requirements in order to be certified. The responsibility of both Corvers and Customer also regards obtaining all information regarding the requirements to be met with respect to licenses, permits and certifications.
- 17.15 To the extent that Corvers requires certain personal details about the Customer's employees in the context of normal procedures and/or applications in Corvers's branch, the Customer hereby agrees that it is willing to ensure that these employees give permission for this to take place, unless this could be considered unreasonable. To the extent that, in the context of the performance of an agreement, it is necessary to process the personal details of an employee of the Customer, the Customer shall see to it that the employee in question gives his/her permission for this processing to take place.
- 17.16 In the event that the Customer fails to comply with any of the provisions of these General Terms and Conditions, the Customer shall forfeit a penalty of € 5,000 (which may not be offset) for each event of non-compliance, to be increased by € 1,000 for each day of non-compliance, all of this irrespective of Corvers's right to claim full damages.