

GENERAL TERMS & CONDITIONS

Article 1 General Terms and Conditions, offers and agreement

- 1.1 The following terms and conditions apply to all our offers, agreements we have concluded, provided services and all other activities that we perform. The term us is understood to mean SCC Services bv, established in Bodegraven, Netherlands (hereinafter: "SCC").
- 1.2 All proposals made by SCC or offers – including quotations, brochures and price lists – are valid for two weeks, unless another period of validity is stated, and can be withdrawn without obligation. Withdrawal is even possible after acceptance by the Customer but shall have to occur immediately.
- 1.3 Any provision being declared void and/or the nullity of a provision of these terms and conditions shall not affect the validity of the other provisions of these terms and conditions.

These General Terms & Conditions are available in both the Dutch and English languages. In the event of contradiction the Dutch text is binding.

Article 2 Price and payment

- 2.1 All prices in the proposals stated by SCC, as defined in article 1.2, apply only to those proposals and may be revised by SCC.
- 2.2 All prices exclude turnover tax (VAT) and other levies that are imposed as stipulated by the authorities. SCC is entitled to levy administration charges for all deliveries of less than 1500 euros in value. SCC is entitled to charge separate transport costs for all deliveries.
- 2.3 In the event of a lack of a specific regulation, SCC is entitled to amend prices and rates annually on 1 January, in accordance with the index figure established by the CBS.
- 2.4 All invoices shall be paid by the Customer in accordance with the payment agreements entered into or pursuant to the payment conditions specified on the invoice. In the event of the lack of specific conditions the Customer shall pay the invoice within 30 days of the invoice date. Invoicing shall take place:
either weekly or monthly following service provision;
or following the completion of the works involved in a (part) project;
or upon the delivery of a product or, by special arrangement, prior to the supply of the product or service.
For a fixed-price project remuneration will be invoiced as follows, unless agreed otherwise: 30% upon the commencement of works, 60% at the project's halfway point and 10% upon completion. Maintenance is invoiced annually in advance, unless agreed otherwise.
- 2.5 If the Customer is of the opinion that an invoice is incorrect or partly incorrect, he must inform SCC in writing within 14 days of the receipt of the invoice, stating the reason. If the Customer does not act in a timely manner regarding the above, it is bound to pay the entire invoice amount within the payment term.
- 2.6 Should payment not have been made after the payment period has elapsed, the Customer is liable to pay interest equal to the statutory interest rate increased by 1% per month, where a part of a month shall be deemed to be a full month.
- 2.7 Should the invoice amount not have been fully paid on the day that it is due and payable and a report has not taken place as described in Article 2.5, the Customer is placed in default without the requirement for a summons or notice of default. SCC shall be entitled in that case to dissolve the agreement without any judicial intervention where the rights that SCC is entitled to as referred to in these general terms and conditions shall remain unimpaired.
- 2.8 In case of non-payment, the Customer must repay all costs to SCC that it must incur to collect the outstanding amount including the fee statements of lawyers and local counsels both judicially and extrajudicially where the extrajudicial costs of these third parties shall be fixed at 15% of the principal sum where a minimum of 100 euros shall apply. The Customer shall also bear the costs of a bankruptcy petition as well as storage costs in case of delivery suspension.
- 2.9 Should the creditworthiness of a Customer give reason to this, SCC can demand further security. For as long as security is not provided by the customer, SCC may suspend works and/or supply and/or dissolve the current contract, without prejudice to its right to fulfilment and/or compensation.

Article 3 Compensation/settlement/suspension

- 3.1 SCC has the right to settle claims between itself and its Customers. SCC, also has the right to apply settlements in respect of claims between the Customer's subsidiaries and group companies.
- 3.2 The Customer is not however permitted to settle any sum due to SCC with any sum which is due to the Customer by SCC and or SCC's subsidiaries and/or group companies.
- 3.3 In the event of temporary inability to deliver by SCC the Customer is not entitled to suspend payment. Nor is the Customer entitled to suspend payment as a result of this contract in association with any other contract entered into with SCC.

Article 4 Delivery periods

- 4.1 All (delivery) periods specified by SCC have been determined based on the data that was known to SCC when the agreement was concluded to the best knowledge of the party and it shall be observed as much as possible; a single exceeding of a specified (delivery) period shall not mean that SCC shall be in default. SCC is not bound by (delivery) periods that can no longer be attained due to circumstances that are not within its control that have occurred after the agreement had been concluded. Should a period threaten to be exceeded, it shall consult the Customer as soon as possible.
- 4.2 SCC shall be entitled to suspend the further execution of the work as long as the customer has not met all Customer obligations towards SCC.

Article 5 Cooperation by the Customer

- 5.1 The Customer shall always provide SCC with data or information that is useful and required for the adequate execution of the agreement and, furthermore, grant all possible cooperation. In the event of a dispute it is the responsibility of the customer to prove that the necessary data or information which may be required has been provided and all cooperation extended.
- 5.2 The Customer is responsible for the use and application, in the Customer's organisation, of the equipment, software and services to be provided as well as for checking and security procedures and an adequate system management.
- 5.3 The Customer shall take responsibility to make any backups of the Customer's information and data.

Article 6 Delivery and risk

- 6.1 SCC may deliver the goods sold to the Customer to a location designated by the Customer within the Benelux taking into consideration the stipulations in article 2. Unless agreed otherwise delivery shall be made to the ground floor; extra charges may be made by SCC for extraordinary conditions or special requirements regarding delivery. Should it become apparent when delivering or before delivery that the area needs to be modified, these costs may be charged separately by SCC.
- 6.2. In all cases the Customer bears responsibility for all risks of loss, perishability or damage, regardless of the cause, once delivery has been made.

Article 7 Installation and other work

- 7.1 Should the installation of equipment have been agreed, the Customer shall make available to SCC a suitable location with all the required facilities such as cabling and telecommunication facilities before the delivery of the items to be installed.
- 7.2 The items shall have been deemed accepted by the Customer in the condition on the date of installation/implementation. Should the Customer decide to set up the equipment and decide to implement the software himself or herself or should the Customer be negligent with meeting the obligations as referred to in Article 7.1, the delivery date shall apply.
- 7.3 Maintenance and service activities as well as other services to be performed by SCC shall be agreed with SCC through additional agreements.

Article 8 Equipment guarantee

- 8.1 In the event that the equipment supplied by SCC is supplied by a subcontractor, the subcontractor's guarantee conditions apply exclusively. SCC shall inform the Customer of the applicable conditions at his request. Further guarantee arrangements can be made, if required, with SCC in addition to this.
- 8.2 The equipment that has not been purchased from a supplier shall be guaranteed for a period of three months after acceptance with regard to material and manufacturing errors. The guarantee only entails that SCC shall repair the faults at its expense to the best of its abilities. All replaced components shall become the property of SCC.
- 8.3 The guarantee shall not apply if the shortcomings are completely or partly the result of incorrect, careless or incompetent use, due to reasons coming from outside such as, for example, fire or water damage or if (the configuration of) the equipment has been changed or maintained by the Customer or third parties.
- 8.4 Unless agreed otherwise or unless other guarantee terms and conditions have been agreed, the guarantee work as referred to in this Article shall be performed by SCC at its workshops while the shipment to and from its site shall be at the expense and risk of the Customer.
- 8.5 Repair outside of the terms of this guarantee shall be charged to the Customer by SCC at the applicable hourly rate.
- 8.6 Unless agreed otherwise a Shortfall or DOA must be communicated in writing to SCC within 5 days of the delivery date. In the event that the Customer does not report a Shortfall or DOA to SCC within 5 days of the delivery date, the Customer's right to claim under the terms of the contract expires.

Article 9 Third party products

- 9.1 If and insofar as SCC makes available to the Customer products of third parties such as (standard) software packages for personal use, the terms and conditions of those third parties shall apply with regard to those products replacing the provisions made in these General Terms and Conditions. The Customer shall accept the referred to terms and conditions of third parties. Upon request, SCC shall inform the Customer about the content thereof.
- 9.2 If and insofar as the referred to terms and conditions of third parties should be deemed not to apply with regard to the relationship between the Customer and SCC for whatever reason, the provisions made in these General Terms and Conditions shall apply. SCC's liability for products shall never include more than what can be recovered from the relevant third party (or parties).

Article 10 Retention of title and intellectual property

- 10.1 All items delivered to the Customer shall continue to be the property of SCC or of its supplier until all amounts that the Customer owes for the goods delivered or to be delivered or the performed or to be performed work by virtue of the agreement as well as the amount referred to in Article 2 have been fully paid. The transfer of ownership shall firstly take place with regard to items after full payment of the amounts owed as referred to here. Intellectual property is not transferred and remains the property of SCC or its subcontractor, unless agreed otherwise. Rights shall be granted or, as appropriate, transferred to the Customer under the proviso that the Customer shall pay the agreed prices on time and in full.
- 10.2 If and insofar as SCC has not received payment with regard to the owed amounts due and payable regarding which it has reserved the ownership on the delivered items, it shall be entitled without notice of default and without judicial intervention to take back the items for which it shall be authorised to do so now by the Customer insofar as this is required.
- 10.3 SCC shall also have the right as described in 10.2 in the case of suspension of payment, moratorium petition, bankruptcy of the Customer or liquidation of the businesses of the Customer.

Article 11 Liability of suppliers; indemnity

- 11.1 SCC accepts the legal provisions related to compensation insofar as these are deemed to apply from this Article.
- 11.2 In case of attributable failure to perform with regard to the agreement, SCC shall only be liable for alternative compensation, that is to say, compensation of the value of the performance that is not forthcoming. Each liability of SCC for any other form of loss is excluded including additional compensation in whatever form whatsoever, compensation for indirect loss and consequential loss or loss due to lost profits or data. SCC shall, furthermore, never be liable for losses due to delay, losses due to providing deficient cooperation, information or materials by the Customer and losses due to information or recommendations given by SCC that have not or have been incorrectly followed or of which the content does not expressly form a part of a written agreement. Liability in relation to loss or corruption of personal information and data of the Customer is expressly excluded.
- 11.3 In case of a wrongful act on the side of SCC or its employees or subordinates regarding which it can be held legally liable, SCC shall only be liable for compensation for losses due to death or physical injury and property damage, this last issue insofar as created due to deliberate intent or gross negligence.
- 11.4 Liability on the side of SCC for losses due to a wrongful act other than referred to in 11.3 is expressly excluded. The Customer shall indemnify SCC against claims from third parties as appropriate.
- 11.5 The compensation to be paid by SCC due to attributable failure in the performance of an agreement or in case of a wrongful act on the side of SCC, shall not in any case amount to more than and shall be limited to an amount of:
- 2,500,000 euros in case of losses arising from death or physical injury and property damage with regard to the Customer and/or third parties;
 - 500,000 euros in case of loss consisting of costs of reproduction or recovery of data of the Customer/user; and
 - 75,000 euros for so-called "supervision loss", that is, loss that occurred to (parts of) items, that were being processed or repaired.
- 11.6 The proviso for any right to compensation to arise is always that the Customer reports the loss in writing to SCC as soon as is reasonably possible after it has arisen, and at the latest within 5 days after it became aware of the damage.
- 11.7 The Customer shall indemnify SCC for all losses that SCC should suffer as a result of claims from third parties that are related to the items supplied by SCC, which shall include:
- Claims from third parties, including from the employees of the Customer, who suffer losses that are the result of wrongful acts of its employees who have been made available to the Customer and work under his/her supervision based on his/her instructions;
 - Claims from third parties, including from its employees, who suffer losses in connection with the execution of the agreement that is the result of the Customer acting or failing to act or due to unsafe situations at this Customer's company;
 - Claims from third parties who suffer losses that are the result of a deficiency in the items supplied by SCC that were used, changed or delivered by the Customer after adding or in relation to its own products, software or services of the Customer unless the Customer proves that the deficiency is not the result of the use, change or delivery as referred to above.

Article 12 Termination:

- 12.1 SCC can fully or partially terminate the agreement with immediate effect without judicial intervention through a written announcement to the Customer:
- Should the Customer be declared bankrupt;
In the event that there are suitable grounds to assume that the Customer shall not fulfil his obligations;
 - Should the Customer be granted a moratorium that may or may not be provisional;
 - Should the Customer not be able to meet his or her payment obligations in some other way;
Or
 - Should the company of the Customer be liquidated or terminated for other reasons than for restructuring, merging or for companies to work in partnership.

SCC shall never be obliged to pay compensation due to this termination.

- 12.2 The Customer shall be entitled to terminate the agreement if SCC has been declared bankrupt or has been granted a moratorium. Should the Customer wish to terminate the agreement in the intervening time, SCC shall have the right to charge the Customer for the consequences of the interim termination of the agreement or cancelled order.
- 12.3 Should the Customer cancel or wish to terminate in the interim a project or an agreement to provide services, this shall have to take place at least five days before the start unless other terms have been agreed. SCC shall be entitled to charge the Customer for the costs for the cancellation of an order or for the interim termination of an order. Should an order to provide services not be cancelled on time where it emerges that resources can no longer be planned, the costs shall be charged to the Customer where a minimum amount of 500 euros shall apply.

Article 13 Force majeure

- 13.1 Each party to the contract has the right to suspend the implementation of its contractual obligations insofar as this implementation is hindered or is made unreasonably burdensome by one of the following circumstances: Employment disputes and any other circumstance beyond the control of the contract parties such as fire, war, prolonged military action, insurrection, requisition, seizure, embargo, restrictions on the use of energy together with failure or delay of suppliers to deliver which are the result of one or more of the circumstances stated in this article. Force majeure is also understood to mean a non-attributable shortcoming by SCC's suppliers.
- 13.2 When a force majeure situation has lasted longer than ninety days, the parties shall be entitled to terminate the agreement through written dissolution. That which has already been performed due to the agreement shall then be settled proportionally.

Article 14 Confidential information

- 14.1 All information issued by one of the parties to the other party regarding which the other party knows or should know in all reasonableness that it is of a confidential nature, is deemed to be confidential information. The party who receives this confidential information shall only use this information for the objective for which it has been issued.
- 14.2 SCC commits to implement measures that can be deemed to guarantee confidentiality by this party in all reasonableness with regard to confidential information that it or its employees may receive.

Article 15 Hypothecation

- 15.1 SCC has the right to hypothecate its claims against its Customer(s).
- 15.2 The term claims is understood to mean all existing claims which SCC has or may have against its Customer(s), arising from goods delivered, services carried out, monies lent, or for any other reason.

Article 16 Applicable law and disputes

- 16.1 The agreement concluded between SCC and the Customer shall be governed by Dutch law.
- 16.2 All disputes that may arise between SCC and the Customer with reference to the agreement concluded by SCC with the Customer and/or with reference to further agreements that may be the result thereof, shall be settled by the court that is competent based on the legal rule on jurisdiction or pursuant to the Arbitration regulations of the Foundation for the Settlement of Automation Disputes based in The Hague. In this last case, the Mini-trial regulations of this Foundation shall also apply.