

Article 1. General

1. These terms and conditions apply to every offer, quotation and agreement between IT Management & Deployment Consultancy Services B.V., hereinafter referred to as: "the User", and a Client to which the User has declared these terms and conditions applicable, insofar as these terms and conditions have not been explicitly deviated from by the parties in writing.
2. These terms and conditions also apply to agreements with the User, the execution of which requires the User to involve third parties.
3. These general terms and conditions are also written for the User's employees and its management.
4. The applicability of any purchase or other terms and conditions of the Client is explicitly rejected.
5. If one or more stipulations in these general terms and conditions are null and void or declared null and void at any time, the other stipulations of these general terms and conditions remain fully applicable. The User and the Client shall then consult in order to agree on new provisions to replace the void or nullified provisions, taking into account the purpose and meaning of the original provisions as much as possible.
6. If ambiguity exists regarding the interpretation of one or more provisions of these general terms and conditions, the interpretation must take place 'in the spirit' of these provisions.
7. If a situation arises between the parties that is not provided for in these general terms and conditions, this situation must be assessed in the spirit of these general terms and conditions.
8. If the User does not always demand strict compliance with these terms and conditions, this does not mean that the provisions thereof do not apply, or that the User would to any extent lose the right to demand strict compliance with the provisions of these terms and conditions in other cases.

Article 2. Quotations and offers

1. All the User's offers and quotations are without obligation, unless a deadline for acceptance has been set in the quotation. If no acceptance period has been set, no rights may be derived in any way from the offer or quotation if the product to which the offer or quotation relates is no longer available in the meantime.
2. The User cannot be held to their tenders or offers if the Client can reasonably

understand that the tenders or offers, or any part thereof, contain an obvious mistake or clerical error.

3. The prices stated in an offer or quotation are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping and administration costs, unless otherwise stated.
4. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or the offer, the User will not be bound by it. The agreement will not be concluded in accordance with this deviating acceptance, unless the User indicates otherwise.
5. A composite quotation will not oblige the User to perform part of the order for a corresponding part of the quoted price. Offers or quotations do not automatically apply to future orders.
6. For Services provided outside normal working hours, the following rates shall apply:
 - from 18.00 hours to 24.00 hours : 1.5 x daily rate
 - from 24.00 hours to 08.00 hours : 2 x daily rate
 - weekends and holidays : 2 x daily rate

Article 3. Duration of contract; terms of execution, transfer of risk, execution and modification of agreement; price increase

1. The agreement between the User and the Client is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or if the parties explicitly agree otherwise in writing.
2. If a deadline has been agreed upon for the execution of certain work or for the delivery of certain goods, this shall not constitute a deadline. If a term is exceeded the Client must accordingly give the User written notice of such breach. The User must thereby be offered a reasonable term to still execute the agreement.
3. The User shall execute the agreement to the best of their knowledge and ability and in accordance with the requirements of good workmanship. All this based on the then known state of science.
4. The User is entitled to have certain activities performed by third parties. The applicability of Articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded.
5. If work is carried out by the User or third parties hired by the User in the context of the assignment at the Client's location or a

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- location designated by the Client, the Client shall provide the facilities reasonably required by those employees free of charge.
6. Delivery takes place outside the User's company. The Client is obliged to accept the goods at the moment they are made available to them. If the Client refuses to purchase or is negligent in providing information or instructions necessary for delivery, the User will be entitled to store the goods at the Client's expense and risk. The risk of loss, damage or decrease in value passes to the Client at the moment items are made available to the Client.
 7. The User is entitled to execute the agreement in several phases and to invoice the part thus executed separately.
 8. If the agreement is executed in phases the User can suspend the execution of those parts belonging to a following phase until the Client has approved the results of the preceding phase in writing.
 9. The Client ensures that all information, which the User indicates is necessary or which the Client should reasonably understand is necessary for executing the agreement, is provided to the User in time. If the information required for executing the agreement has not been provided to the User in time, the User is entitled to suspend execution of the agreement and / or charge the Client for the additional costs resulting from the delay according to the then usual rates. The execution period will not start until after the Client has made the information available to the User. The User is not liable for damage, of whatever nature, due to the fact that the User has assumed incorrect and/or incomplete data provided by the Client.
 10. If during the execution of the agreement it appears that for a proper execution it is necessary to modify or supplement it, the parties will in a timely manner and in mutual consultation adapt the agreement. If the nature, scope or content of the agreement, whether or not at the request or indication of the Client, the competent authorities etcetera, is changed and the agreement is thereby changed in qualitative and / or quantitative respect, this may have consequences for what was originally agreed. This may also increase or decrease the amount originally agreed upon. The User will give as much advance notice as possible. An amendment to the agreement may furthermore change the originally given term of execution. The Client accepts the possibility of amending the agreement, including the change in price and term of execution.
 11. If the agreement is amended, including a supplement, the User is entitled to execute it only after the competent person on behalf of the User has agreed to it and the Client has agreed to the price and other conditions stated for its execution, including the time to be determined for its execution. Failure to execute or not immediately execute the amended agreement does not constitute a breach of contract on the part of the User and is not grounds for the Client to cancel or terminate the agreement.
 12. Without being in breach, the User may refuse a request to amend the agreement, if this could have qualitative and / or quantitative consequences, for example, for work to be performed or items to be delivered in that context.
 13. If the Client should be in breach of the proper fulfillment of what they are bound to do towards the User, then the Client is liable for all damage on the part of the User caused directly or indirectly as a result.
 14. If the User agrees with the Client on a fixed fee or price, the User shall nevertheless be entitled to increase this fee or price at any time without the Client being entitled to dissolve the agreement for that reason, if the price increase results from a power or obligation under the law or regulations or is caused by an increase in the price of raw materials, wages etcetera or on other grounds which could not reasonably have been foreseen at the time of entering into the agreement.
 15. If the price increase other than as a result of an amendment to the agreement exceeds 10% and takes place within three months of entering into the agreement, then only the Client by means of invoking title 5, section 3 of Book 6 of the Dutch Civil Code shall be entitled to dissolve the agreement by means of a written statement, unless the User
 - is then still willing to execute the agreement based on what was originally agreed upon;
 - if the price increase results from a power or an obligation under the law resting on the User;
 - if it is stipulated that the delivery will take place more than three months after the conclusion of the agreement;
 - or, upon delivery of an item, if it has been stipulated that delivery will take place more than three months after the purchase.

Article 4. Suspension, dissolution and premature termination of the agreement

1. The User is authorised to suspend compliance with the obligations or dissolve the agreement, if the Client does not comply, does not fully comply or does not comply in time with the obligations from the agreement, if after the conclusion of the agreement circumstances have come to the User's attention which give them good reason to fear that the Client will not comply with their obligations, if the Client, upon entering into the agreement, was asked to provide security for the fulfilment of their obligations under the agreement and this security has not been provided or is insufficient, or if, due to a delay on the part of the Client, the User can no longer be expected to fulfil the agreement against the originally agreed conditions.
2. Furthermore, the User is entitled to dissolve the agreement if circumstances arise of such a nature that compliance with the agreement is impossible or if other circumstances arise of such a nature that the User cannot reasonably be required to maintain the agreement unaltered.
3. If the agreement is dissolved, the User's claims against the Client are immediately due and payable. If the User suspends compliance with their obligations, they shall retain their claims under the law and the agreement.
4. If the User proceeds with suspension or dissolution, they are not obliged to compensate for damages and costs caused by this in any way.
5. If the dissolution can be attributed to the Client, the User will be entitled to compensation for damages, including costs, incurred directly and indirectly arising therefrom.
6. If the Client does not meet their obligations resulting from the agreement and this non-compliance justifies dissolution, the User is entitled to dissolve the agreement immediately and with immediate effect, without any obligation on their part to pay any compensation or indemnification, while the Client is obliged to pay compensation or indemnification on account of such breach.
7. If the User terminates the agreement prematurely, the User, in consultation with the Client, will oversee the transferring any work still to be done to third parties. This unless the termination is attributable to the Client. If the transfer of the work involves additional costs for the User, these will be charged to the Client. The Client is bound

to pay these costs within the term specified for it, unless the User indicates otherwise.

8. In case of liquidation, of (application for) suspension of payments or bankruptcy, of attachment - if and insofar as the attachment has not been lifted within three months - at the Client's expense, of debt restructuring or another circumstance due to which the Client can no longer dispose freely of their assets, the User is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on their part to pay any compensation or indemnification. In that case the User's claims against the Client are immediately due and payable.
9. If the Client cancels a placed order in whole or in part, the work done and the items ordered or prepared for it, plus any supply and delivery costs thereof and the working time reserved for executing the agreement, will be charged in full to the Client.

Article 5. Force majeure

1. The User is not obliged to fulfill any obligation towards the Client if they are hindered in doing so as a result of a circumstance which is not due to fault, and which is not for their account by virtue of the law, a legal act or generally accepted practice.
2. In these general terms and conditions, force majeure is defined, in addition to its definition in law and jurisprudence, as all external causes, foreseen or unforeseen, over which the User cannot exercise any control, but which prevent the User from fulfilling their obligations. This includes strikes in the company of the User or third parties. The User is also entitled to invoke force majeure if the circumstance preventing (further) compliance with the agreement occurs after the User should have fulfilled its obligation.
3. The User may suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, either party shall be entitled to dissolve the agreement, without any obligation to compensate the other party for damages.
4. Insofar as the User has already partially fulfilled their obligations from the agreement at the time of the occurrence of force majeure or will be able to fulfil them, and independent value can be attributed to the fulfilled or still to be fulfilled part, the User is entitled to invoice the part already fulfilled or still to be fulfilled part separately.

The Client is obliged to pay this invoice as if it were a separate agreement.

Article 6. Payment and collection costs

1. Payment must always be made within 14 days of the invoice date, in a manner indicated by the User in the currency invoiced, unless indicated otherwise by the User in writing. The User is entitled to invoice periodically.
2. If the Client remains in breach of timely payment of an invoice, the Client is legally in breach. The Client shall then owe interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall be due. The interest on the amount due will be calculated from the moment the Client is in breach until such time as payment of the full amount due.
3. The User is entitled to have the payments made by the Client go in the first instance to reduce the costs, then to reduce the interest that has accrued and finally to reduce the principal sum and current interest. The User may, without thereby being in breach, refuse an offer of payment if the Client designates a different order for the allocation of payment. The User can refuse full repayment of the principal sum, if this does not include the interest still due, current interest and collection costs.
4. The Client is under no circumstance entitled to set off what they owe the User. Objections to the amount of an invoice do not suspend the payment obligation. The Client not entitled to invoke section 6.5.3 (articles 231 to 247 Book 6 of the Dutch Civil Code) is also not entitled to suspend payment of an invoice for any other reason.
5. If the Client is in breach or omission in the (timely) fulfillment of its obligations, all reasonable costs to obtain satisfaction out of court shall be borne by the Client. The extrajudicial costs are calculated on the basis of what is customary in Dutch collection practice, currently the calculation method according to Rapport Voorwerk II. However, if the User has incurred higher costs for collection that are deemed necessary, the actual costs incurred are eligible for reimbursement. Any judicial and execution costs incurred will also be recovered from the Client. The Client shall also owe interest on the collection costs due.

Article 7. Retention of title

1. Anything delivered by the User within the framework of the agreement remains the User's property until the Client has properly fulfilled all obligations from the agreement(s) concluded with the User.
2. Anything delivered by the User, which, pursuant to paragraph 1, is subject to retention of title, may not be resold and may never be used as a means of payment. The Client is not authorized to pledge or otherwise encumber anything subject to retention of title.
3. The Client must always do everything that can reasonably be expected of them to secure the User's property rights. If third parties seize goods delivered under retention of title or wish to establish or assert rights to them, the Client is obliged to inform the User of this immediately. Furthermore, the Client undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage and against theft and to make the policy of this insurance available for inspection by the User on demand. In the event of any insurance payment, the User will be entitled to this money. Insofar as necessary, the Client undertakes vis-à-vis the User to cooperate in advance with anything that might (turn out to) be necessary or desirable in that context.
4. In case the User wishes to exercise their property rights as indicated in this article, the Client gives unconditional and irrevocable permission in advance to the User and third parties to be appointed by the User to enter all those places where the User's property is located and to retrieve it.

Article 8. Guarantees, research and complaints, limitation period

1. The goods to be delivered by the User meet the usual requirements and standards that can reasonably be set for them at the time of delivery and for which they are intended in the event of normal use in the Netherlands. The guarantee mentioned in this article applies to items destined for use within the Netherlands. In case of use outside the Netherlands, the Client should himself verify whether they are suitable for use there and meet the conditions set for them. The User can in that case set other guarantee and other conditions with regard to the goods to be delivered or activities to be performed.
2. The guarantee mentioned in paragraph 1 of this article applies for a period of 1 month

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- after delivery, unless the nature of the delivered goods dictates otherwise unless the parties have agreed otherwise. If the guarantee provided by the User concerns goods produced by a third party, the guarantee is limited to that provided by the producer of the goods, unless stated otherwise. This is subject to the conditions stated in the relevant End User License Agreements (EULA) or in the guarantee agreements drawn up by the manufacturer.
3. Any form of guarantee will lapse if a defect originated as a result of or arising from improper or improper use thereof or use after the expiration date, improper storage or maintenance thereof by the Client and/or third parties when, without the User's written consent, the Client or third parties have made changes or tried to make changes to the item, if other items were attached to it that should not have been attached to it or if these were processed or treated in a manner other than prescribed. The Client is also not entitled to claim warranty if the defect originated due to or as a result of circumstances beyond the User's control, including weather conditions (such as, for example, but not limited to extreme rainfall or temperatures) etcetera.
 4. The Client is obliged to inspect the delivered goods, or have them inspected, immediately at the time that the goods are made available to them or the relevant work has been carried out, respectively. The Client must examine whether the quality and/or quantity of the goods delivered corresponds to what has been agreed and meets the requirements that the parties have agreed in this respect. Any visible defects must be reported to the User in writing within seven days after delivery. Any non-visible defects must be reported to the User in writing immediately, but in any case at the latest within fourteen days of their discovery. The report should contain as detailed a description of the defect as possible, so that the User is able to respond adequately. The Client must give the User the opportunity to investigate a complaint (or have it investigated).
 5. If the Client complains in time, this does not suspend their payment obligation. In that case the Client also remains bound to purchase and pay for the other goods ordered and what they have ordered the User to do.
 6. If a defect is reported later, the Client is no longer entitled to repair, replacement or compensation.
 7. If it is established that an item is defective and a complaint about this has been lodged in time, the User, at the User's discretion, shall replace the defective item within a reasonable term after receiving it back, or, if returning it is not reasonably possible, written notification about the defect from the Client, or take care of repairing it or pay compensation to the Client. In case of replacement the Client is bound to return the replaced item to the User and transfer ownership thereof to the User, unless the User indicates otherwise.
 8. If it is established that a complaint is unfounded, the ensuing costs, including research costs, incurred on the User's side, will be fully borne by the Client.
 9. After the guarantee period has expired, all costs for repair or replacement, including administration, shipping and call-out charges, will be charged to the Client.
 10. Notwithstanding the statutory limitation periods, the limitation period of all claims and defenses against the User and the third parties involved by the User in executing an agreement is one year.

Article 9. Liability

1. Should the User be liable, this liability shall be limited to what has been regulated in this provision.
2. The User is not liable for damage, of whatever nature, caused by the fact that the User relied on incorrect and/or incomplete information provided by or on behalf of the Client.
3. Should the User be liable for any kind of damage, the User's liability is limited to a maximum of one time the invoice value of the order, at least that part of the order to which the liability relates.
4. The User's liability is in any case limited to the amount paid out by its insurer in the relevant case.
5. The User is only liable for direct damage.
6. Direct damage is exclusively understood to mean the reasonable costs incurred to determine the cause and scope of the damage, insofar as the determination relates to damage in the sense of these terms and conditions, any reasonable costs incurred to have the User's faulty performance comply with the agreement, insofar as they can be attributed to the User, and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions. The User is never liable for

indirect damages, including consequential damages, lost profits, missed savings and damages due to business interruption.

7. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of the User or its executive employees.
8. Claims for damages must be reported to the User as soon as possible but no later than 1 (one) month after the occurrence of the loss.

Article 10. Indemnification

1. The Client indemnifies the User against any claims from third parties, who suffer damage in connection with executing the agreement and the cause of which can be attributed to parties other than the User. If the User should be addressed by third parties for that reason, the Client is bound to assist the User both extra-judicially and judicially and to immediately do everything that can be expected of them in that case. Should the Client fail to take adequate measures, the User is entitled, without notice of such breach, to do so themselves. All costs and damages incurred on the part of the User and third parties as a result will be entirely at the Client's expense and risk.

Article 11. Intellectual Property

1. The User reserves the rights and powers to which they are entitled under the Copyright Act and other intellectual laws and regulations. The User has the right to use the knowledge gained by the execution of an agreement for other purposes as well, as long as no strictly confidential information of the Client is brought to the knowledge of third parties.

Article 12. Confidentiality

1. The parties (User and Client), as well as the auxiliary persons and employees engaged for the parties, undertake to observe strict confidentiality regarding everything that has become known to them about the other party and its company during the execution of the order and of which they could reasonably understand the confidentiality. Any party which violates this provision forfeits a fine, which is not subject to judicial moderation, of €10,000.00 per violation.
2. Neither party shall be bound to continue to treat the information as confidential when the information:
 - a. is or becomes publicly known;
 - b. has been independently developed by or, is already known to the other party;

c. was lawfully obtained from third parties who are not bound to secrecy.

3. With regard to software and other materials, including preparatory materials, the Client accepts that software and these materials contain confidential information and trade secrets of the User. The Client shall not disclose or allow use of software and other materials to any third party, unless explicitly agreed otherwise, on penalty of a fine of € 10,000 per violation. Third party(ies) shall also include all persons employed in the Customer's organization who do not necessarily need to use the software and/or other materials.

Article 13. Competition Clause

1. The Client undertakes not to employ the specialist(s) or otherwise have them perform work for their benefit without the User's prior written consent during the period in which the specialist(s) provide the services, as well as for a period of 1 (one) year thereafter, such under penalty of a sum of €1,000.00 immediately due and payable to the User for each working day that this provision is violated.

Article 14. Other

1. Notices which the parties shall give to each other pursuant to this Agreement shall be in writing. Oral notices, undertakings or agreements shall have no legal force unless they are recorded in writing by the parties.
2. Neither party shall be authorized to induce staff members of the other party to perform, promise to perform and the like, against any form of remuneration or gift to that staff member, without which remuneration or gift the performance or promise would not have come about, or under different conditions.
3. Employees of the User shall comply with the notified and reasonable regulations applicable within the buildings and premises of the Client where the work is performed.
4. The parties are not entitled to transfer the rights and obligations under this agreement to a third party without the prior written consent of the other party. Such consent shall not be refused without reasonable cause; however, the consenting party shall be entitled to attach conditions to the granting of such consent.

5. If any part of this agreement is held to be non-binding, the content of this agreement shall otherwise remain unaffected.

Article 15. Applicable law and disputes

1. Dutch law shall apply exclusively to all legal relationships to which the User is a party, even if all or part of an obligation is performed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.
2. The court in the User's place of business is exclusively competent to take cognizance of disputes, unless the law imperatively prescribes otherwise. Nevertheless, the User is entitled to submit the dispute to the court that has jurisdiction according to the law.
3. Parties will only appeal to court after they have made every effort to settle a dispute by mutual agreement.

Article 16. Location and amendment of terms and conditions

1. These terms and conditions have been filed at the Chamber of Commerce in Utrecht.
2. The most recently filed version or the version valid at the time the legal relationship with the User was established shall always apply.
3. The Dutch text of the general terms and conditions shall always be decisive for their interpretation.