General Terms and Conditions of VSTEP B.V., established in Rotterdam (3029 AM), The Netherlands, at the address Galileistraat 32 D, registered at the Dutch Chamber of Commerce in Rotterdam under number 24390114 and its affiliated businesses (hereinafter: Supplier).

Section A. General provisions

Article 1. Applicability

1. These General Terms and Conditions VSTEP (hereinafter also to be referred to as: these terms) apply to all offers and agreements for which Supplier delivers goods and/or services, of whatever nature and under whatever name, to client.
2. These terms consist of various parts. The terms under Section ''A. General'' apply in all cases. For Software as a Service (SaaS), Software, Maintenance & Support and Hardware in addition to and in derogation, the provisions of Sections B, C, D and E will apply.
3. These terms can only be departed from or be supplemented if agreed by parties in writing.
4. The applicability of any of the client's purchase or other terms is explicitly excluded.
5. If and insofar as Supplier makes products or services of third parties available to client or grants access to these products or services, the terms of the third parties in question apply to these products or services in the relationship between Supplier and client and replace the provisions in these terms that depart from those third party terms, provided that client has been informed by Supplier about the applicability of the (licensing or sales) terms of those third parties and client has been given a reasonable opportunity to take note of those terms. Contrary to the previous sentence, client cannot invoke a failure on the part of Supplier to meet the aforementioned obligation if client is a party as referred to in article 6:235 paragraph 1 or paragraph 3 of the Netherlands Civil Code.
6. If and insofar as the terms of third parties in the relationship between client and Supplier referred to above prove to be inapplicable or are declared inapplicable for any reason whatsoever, these terms apply in full.
7. If any provision of these terms should be null and void or is annulled, the other provisions of these terms remain fully applicable and effective. In that case, Supplier and client consult as to arrange for new provisions which have the same purport, as much as possible, and that will replace the provisions that are null and void or that have been annulled.
8. Without prejudice to the provisions of article 1.5, the provisions of these terms prevail if a conflict should arise about any of the arrangements made by parties, unless parties have explicitly departed from these terms in writing, with reference to these terms. In the event of a conflict between the provisions of different sections of these terms, the provisions of a prior section apply, unless parties have explicitly agreed otherwise.

Article 2. Offers

1. All off Supplier's offers and other forms of communication are without obligation, unless Supplier should indicate otherwise in writing. Client guarantees the correctness and completeness of the information provided, with the exception of obvious typing errors, by or on behalf of client to Supplier and on which information Supplier has based its offer.

Article 3. Price and payment

1. The prices are exclusive of turnover tax (VAT) and other product or service-specific levies imposed by the authorities. All prices quoted by Supplier are in euros and client must pay in euros, unless otherwise agreed in writing.
2. Client cannot derive any rights or expectations from any cost estimate or budget issued by Supplier, unless parties have agreed otherwise in writing. A budget communicated by client is only considered a (fixed) price agreed on by parties if this has been explicitly agreed in writing.
3. All services are provided on the basis of the applicable hourly rate, unless parties have explicitly agreed otherwise in writing.
4. The price and any additional charges and services included in the quotation are an estimate. If travel, accommodation, freight/shipping or out-of-pocket costs for on-site services are higher than the estimation, the additional costs will be charged separately based on the actual cost.
5. If, according to the contract concluded between the parties, the Client consists of several natural persons and/or legal entities, each of these natural persons and/or legal entities shall be jointly and severally liable towards Supplier for performance of the contract.
6. Supplier shall be entitled to yearly adjust prices and rates, in writing and in accordance with the CBS (Dutch Central Statistics Bureau) Consumer Price Index figure (series: all households 2015 = 100). Also, Supplier is entitled to adjust, in writing and with due observance of a term of at least three months the applicable prices and rates . If client does not agree to the adjustment in this latter case client shall be entitled to terminate (in Dutch: *opzeggen*) the agreement in writing within thirty days following notice of the adjustment, which termination shall take effect on the date on which the new prices and/or rates would take effect.
7. Information from Supplier's records shall count as conclusive evidence with respect to the activities delivered by Supplier and the amounts owed, without prejudice to client's right to produce evidence to the contrary.
8. In their agreement parties lay down the date or dates on which Supplier invoices the fee for the activities agreed on with client. Any sums due are paid by client in accordance with the payment terms agreed on or as stated in the invoice. Client is neither entitled to suspend any payments nor to set off any of the sums due.
9. If client fails to pay amounts due or fails to do so on time, client shall owe statutory interest for commercial contracts on the outstanding amount without a demand for payment or a notice of default being required. If client fails to pay the amount due after a demand for payment or a notice of default has been issued, Supplier shall be entitled to refer the debt for collection, in which case client must pay all judicial and extrajudicial costs, including all costs charged by external experts. The foregoing shall be without prejudice to Supplier's other legal and contractual rights.

Article 4. Provision of service

1. Supplier performs its services with care to the best of its ability, where applicable in accordance with the arrangements and procedures agreed on with client in writing. All services provided by Supplier are performed on the basis of a bestefforts obligation unless and insofar as Supplier has explicitly promised a result in the written agreement and the result concerned has been described in the agreement in a sufficiently precise manner.
2. If the agreement has been entered into with a view to it being performed by one specific person, Supplier is always entitled to replace this person by one or more persons who have the same and/or similar qualifications.
3. Supplier is not obliged to follow client's instructions when performing the services, more particularly not if these instructions change or add to the content or scope of the services agreed on. If such instructions are followed, however, the activities performed are charged at Supplier's applicable rates.
4. Supplier will perform its services during working hours (08.00-17.00 CET) and days (Monday through Friday) with the exception of public holidays, unless agreed otherwise in writing.

Article 5. Term, termination and cancellation

1. If and insofar as the agreement between parties is a continuing performance contract, the agreement is entered into for the term agreed on by parties. A term of one (1) year applies if a specific term has not been agreed on.
2. The duration of the agreement for a definite period of time is tacitly extended, each time by the period of time originally agreed on with a maximum of one (1) year, unless client or Supplier should terminate the agreement by serving written notice of termination (*in Dutch*: *opzeggen*), with due observance of a notice period of one (1) month prior to the end of the relevant term.
3. Client is not entitled to terminate (*in Dutch: opzeggen*) an agreement before the end of the term; client is not entitled either to terminate an agreement that ends by completion before it has been completed.
4. Recession (*in Dutch: ontbinding*)

Each party shall only be authorised to rescind an agreement due to an attributable failure if the other party, in all cases after a written notice of default that is as detailed as possible and that grants a reasonable term to remedy the breach has been issued, is culpably failing to fulfil essential obligations under the agreement.

If, at the time of rescission, client has already used and/or received goods or services, the associated payment obligations shall not be undone unless client proves that Supplier is in default with respect to the essential part of such services. With due regard to the stipulation of the preceding sentence, amounts invoiced by Supplier prior to rescission shall remain payable in full and shall become immediately due and payable at the time of termination.

5. Termination (*in Dutch: beëindiging*)

Either of the parties may terminate an agreement in writing, in whole or in part, without notice of default being required and with immediate effect, if the other party is granted a moratorium, whether or not provisional, a petition for bankruptcy is filed for the other party or the company of the other party is liquidated or dissolved other than for restructuring or a merger of companies. Supplier may also terminate the agreement, in whole or in part, without notice of default being required and with immediate effect, if a direct or indirect change occurs in the decisive control of the client's company. Supplier is never obliged to repay any amount in money already received or pay any amount in compensation due to termination as referred to in this paragraph. If client goes irrevocably bankrupt, its right to use services shall end without termination by Supplier being required.

Article 6. Confidentiality

1. Client and Supplier must ensure that all information received from the other party, that the receiving party knows or should reasonably know is confidential, is kept secret. This duty of confidentiality shall not apply to Supplier if and insofar as Supplier is required to provide the information concerned to a third party in accordance with a court decision or a statutory requirement, or if and insofar as doing so is necessary for the proper performance of an agreement by Supplier. The party that receives the confidential

information may only use it for the purpose for which it was provided. Information shall in any case be deemed to be confidential if It has been qualified as such by one of the parties.
2. Client acknowledges that software made available by Supplier is always confidential in nature and that this software contains trade secrets of Supplier and its suppliers or of the producer of the software.

Article 7. Privacy and data processing

1. If necessary, in Supplier's opinion, for the performance of the agreement, client shall on request inform Supplier in writing about the way in which client performs its obligations regarding the protection of personal data.
2. Client is fully responsible for the data that it processes when making use of a service provided by Supplier. Client guarantees vis-à-vis Supplier that the content, use and/or processing of the data are not unlawful and do not infringe any third party's right. Client indemnifies Supplier against any claims by a third party instituted, for whatever reason, in connection with these data or the performance of the agreement.
3. If and insofar parties shall process personal data in accordance with the General Data Protection Regulation (GDPR) and the GDPR is applicable, parties hereby acknowledge that Supplier is a data processor and client is a data controller. In that case, further rights and obligations will be agreed by parties in a separate and by Supplier delivered Data Processing Agreement.
4. Supplier applies a Privacy Statement, which can be consulted on its website. Client declares himself to be in agreement with the content of Supplier's Privacy Statement.

Article 8. Security

1. If Supplier is obliged to provide some form of security under the agreement, this protection meets the specifications on security that parties have agreed on in writing. If the agreement does not include an explicitly defined security method, the security features provided meet a level that is not unreasonable in view of the state of the art, the implementation costs, the nature, scope and context as known to Supplier of the information to be secured, the purposes and the standard use of Supplier's products and services and the probability and seriousness of foreseeable risks.
2. In the event security features or the testing of security features pertain to software, hardware or infrastructure that has not been delivered by Supplier to client, client guarantees that all licences or approvals have been obtained so that the performance of such activities is actually allowed. Supplier is not liable for any damage caused by or in relation to the performance of these activities. Client indemnifies Supplier against any claims, for whatever reason, arising from these activities being performed.
3. Supplier is entitled to adapt the security measures from time to time if this should be required as a result of a change in circumstances.
4. The access or identification codes and certificates provided by or on behalf of Supplier to client are confidential and must be treated as such by client, and they may only be made known to authorised staff in client's own organisation or company. Supplier is entitled to change the access or identification codes and certificates. Client is responsible for managing these authorisations and for providing and duly revoking access and identification codes.
5. Client adequately secures its systems and infrastructure, keeps these adequately secured and have active antivirus software protection at all times.
6. Supplier does not guarantee that the security provided under the agreement is effective under all circumstances. In the event of a cyber incident, client must prove that the incident is attributable to Supplier's negligence.
7. Supplier may give client instructions about security features intended to prevent or to minimalize incidents, or the consequences of incidents, that may affect security. If client should fail or follow the instructions issued by Supplier or by a relevant public authority, or should fail to follow these in time, Supplier is not liable and client indemnifies Supplier against any damage that may arise as a result.
8. Supplier is at any time permitted to install technical and organizational facilities to protect hardware, data files websites, software made available, software or other works to which client has been granted access, whether directly or indirectly, also in connection with a restriction agreed on in the content or the duration of the right to use these objects. Client may not remove or circumvent any of such technical facilities or have these removed or circumvented.

Article 9. Terms and deadlines

1. Supplier makes reasonable efforts to comply to the greatest extent possible with the terms and delivery periods and/or dates and delivery dates, whether or not these are deadlines and/or strict dates, that it has specified or that have been agreed on by parties. The interim dates and delivery dates specified by Supplier or agreed on by parties always apply as target dates, do not bind Supplier and are always indicative.
2. If a term or period of time is likely to be exceeded, Supplier and client consult as to discuss the consequences of the term being exceeded in relation to further planning.
3. In all cases – therefore, also if parties have agreed on deadlines and strict delivery periods or dates and delivery dates – Supplier is only in default because of a term or period of time being exceeded after client has served Supplier with a written notice of default and has set a reasonable period of time for Supplier to remedy the failure to meet its obligations and this reasonable term has passed. The notice of default must describe Supplier's breach to meet its obligations as comprehensively and in as much detail as possible so that Supplier has the opportunity to respond adequately.
4. If it has been agreed that the activities to be performed under the agreement must be performed in phases, Supplier is entitled to postpone the start of the activities for a next phase until client has approved the results of the preceding phase in writing.
5. Supplier is not bound by a date or delivery date or term or delivery period, whether or not these are deadlines and/or strict dates, if parties have agreed on an adjustment in the content or scope of the agreement (additional work, a change of specifications, etc.) or a change in approach with respect to the performance of the agreement, or if client fails to fulfil its obligations under the agreement or fails to do so on time or in full.

Article 10. Intellectual property

1. All intellectual property rights to the software, training, as well as all other materials, developed or made available to the client under an agreement are held exclusively by Supplier, its licensors or its suppliers unless explicitly agreed otherwise in writing.
2. Client is solely granted the rights of use laid down in these terms or in the agreement entered into by parties in writing. A right to use accorded to client is non-exclusive and may not be transferred, pledged or sublicensed, unless otherwise agreed in writing.
3. If and insofar Supplier is prepared to undertake to transfer an intellectual property right, such undertaking may only be explicitly effected in writing. If parties agree in writing that an intellectual property right with respect to software, data files or other works or materials specifically developed for client is transferred to client, this does not affect Supplier's rights or options to use and/or exploit, either for itself or for third parties and without any restriction, the parts, designs, algorithms, documentation, works, protocols, standards and the like on which the developments referred to are based for other purposes. Supplier is also entitled to use and/or exploit, either for itself or for third parties and without any restrictions, the general principles, ideas and programming languages that have been used as a basis to create or develop any work for other purposes. The transfer of an intellectual property right does not affect Supplier's right to continue developing , either for itself or for third parties, software – or elements of software – that are similar to or derived from software – or elements of software – that have been or are being developed for client.
4. Client is not permitted to remove or change any indication with respect to the confidential nature of the software, data files or materials or with respect to copyrights, brands, trade names or any other intellectual property right pertaining to the software, data files or other materials, or have any such indication removed or changed.
5. Supplier indemnifies client against any claim of a third party based on the allegation that software, data files or other materials developed by Supplier itself infringe an intellectual property right of that third party, provided always that client promptly informs Supplier in writing about the existence and content of the claim and leaves the settlement of the claim, including any arrangements to be made in this context, entirely up to Supplier. To this end, client provides Supplier with the powers of attorney and information required and renders the assistance Supplier requires to defend itself against such claims.
6. Client guarantees that no rights of third parties preclude making hardware, software, material intended for websites, data files and/or other materials, designs and/or other works available to Supplier for the purpose of use, maintenance, processing, installation or integration; this guarantee also pertains to client's having the relevant licenses. Client indemnifies Supplier against any claim of a third party based on the allegation that making any of this available and/or the use, maintenance, processing, installation or integration infringes a right of that third party.

Article 11. Retention of title, reservation of rights and suspension

1. All goods delivered to client remain the property of Supplier until all sums due by client to Supplier under the agreement entered into by parties have been paid to Supplier in full, unless otherwise agreed in writing.
2. The property-law consequences of the retention of title with respect to any goods destined for export is governed by the laws of the state of destination if the relevant laws contain provisions that are more favorable to Supplier.
3. Where applicable, rights are granted or transferred to client subject to the condition that client has paid all sums due under the agreement.

Article 12. Transfer of risk

1. The risk of loss, theft, misappropriation or damage of goods, information (including user names, codes and passwords), documents, software or data files that are created for, delivered to or used by client in the context of the performance of the agreement pass to client at the moment these are placed under the actual control of client or an auxiliary person of client.

Article 13. Cooperation

1. The parties acknowledge that the success of work depends on proper and timely mutual cooperation. A party will always provide all cooperation reasonably required by the other party in a timely manner.
2. The client bears the risk of selecting goods and/or services to be provided by the Supplier. The client always takes the utmost care to guarantee that the requirements that the Supplier must meet are accurate and complete.
3. Client agrees that Supplier's software automatically checks client's compliance with these terms and conditions. Supplier is at any time entitled to take technical measures to

protect the software against unlawful use and/or against use in a manner or for purposes other than the manner or purposes agreed between the parties.
4. Unless agreed otherwise in writing, client itself is responsible for the hardware, infrastructure and auxiliary software and ensures that the (auxiliary) software for its own hardware is installed, organized, parameterized and tuned and, where required, that the hardware, other (auxiliary) software and the operating environment used are modified and kept updated, and that the interoperability wanted by client is effected.

Article 14. Liability

1. Supplier's total liability for an imputable failure in the performance of the agreement or arising from any other legal basis whatsoever, explicitly including each and every failure to meet a guarantee or indemnification obligation agreed on with client, is limited to the compensation of damages as described in more detail in this article.
2. Direct damage is limited to a maximum of the price stipulated for the agreement in question (excluding VAT). If the agreement is mainly a continuing performance contract with a duration of more than one year, the price stipulated for the agreement is set at the total sum of the payments (excluding VAT) stipulated for one year. In no event does Supplier's total liability for any direct damage, on any legal basis whatsoever, exceed EUR 50,000.- (fifty thousand euros).
3. Supplier's total liability for any damage arising from death or bodily injury or arising from material damage to goods is limited to the amount of EUR 1,250,000.- (one million two hundred fifty thousand euros).
4. Liability for indirect damage, consequential loss, loss of profits, lost savings, reduced goodwill, loss due to business interruption, loss as a result of claims of client's clients, loss arising from the use of goods, materials or software of third parties prescribed by client to Supplier and any damage and loss arising from contracting suppliers client has recommended to Supplier is excluded. Liability for corruption, destruction or loss of data or documents is also excluded.
5. The exclusions and limitations of Supplier's liability described in articles 14.2 up to and including 14.4 are without any prejudice whatsoever to the other exclusions and limitations of Supplier's liability described in these terms.
6. The exclusions and limitations referred to in articles 14.2 up to and including 14.5 cease to apply if and insofar as the damage is caused by intent or deliberate recklessness on the part of Supplier's management.
7. Unless performance by Supplier is permanently impossible, Supplier is exclusively liable for an imputable failure in the performance of an agreement if client promptly serves Supplier with a written notice of default, granting Supplier a reasonable period of time to remedy the breach, and Supplier should still imputably fail to meet its obligations after that reasonable term has passed. The notice of default must describe Supplier's failure as comprehensively and in as much detail as possible so that Supplier has the opportunity to respond adequately.
8. The right to compensation of damages exclusively arises if Client reports the damage to Tabular in writing as soon as possible after the damage has occurred. Any claim for compensation of damages filed against Tabular lapses by the mere expiry of a period of twenty-four months following the inception of the claim unless Client has instituted a legal action for damages prior to the expiry of this term.
9. Client indemnifies Supplier against any and all claims of third parties arising from product liability because of a defect in a product or system that client delivered to a third party and that consisted in part of hardware, software or other materials delivered by Supplier, unless and insofar as client is able to prove that the loss was caused by the hardware, software or other materials referred to.
10. The provisions of this article and all other exclusions and limitations of liability referred to in these terms also apply in favour of all natural persons and legal persons

Article 15. Force majeure

1. None of the parties shall be obliged to fulfil any obligation, including any statutory and/or agreed warranty obligation, if it is prevented from doing so by force majeure. Force majeure on the part of Supplier means, among other things:
2. force majeure or the failure to properly fulfil obligations on the part of the suppliers of Supplier;
3. defects in items, equipment, software or materials of third parties the use of which was prescribed to Supplier by client;
4. government measures;
5. power failures;
6. internet, data network or telecommunication facilities failures;
7. war; and,
8. general transport problems.
9. Either of the parties shall have the right to rescind the agreement and/or any other agreement in writing if a situation of force majeure persists for more than 60 days. In such an event, that which has already been performed shall be paid for on a proportional basis without the parties owing each other anything else.

Article 16. Adjustments and extra work

1. If, at client's request or after client's prior consent, Supplier has performed activities or has delivered goods or services that are outside the scope of the agreed activities and/or delivery of goods or services, client is charged for these activities or for these goods or services on the basis of the agreed rates or, if no rates have been agreed on by parties, on the basis of Supplier's applicable rates.
2. Client realizes that adjustments and extra work (may) result in terms and delivery periods and/or dates and delivery dates being postponed. Any new terms and delivery periods and/or dates and delivery dates indicated by Supplier replace the previous terms and delivery periods and/or dates and delivery dates.
3. If and insofar as a fixed price has been agreed on for the agreement, Supplier informs client, at client's request and in writing, about the financial consequences of the extra work or additional delivery of goods or services referred to in this article.

Article 17. Service Level Agreement

1. Arrangements about a service level are exclusively agreed on in writing in a Service Level Agreement (SLA). Client promptly informs Supplier about any circumstances that may affect the service level or its availability.
2. If any arrangements have been made about a service level, the availability of software, systems and related services is always measured in such a way that unavailability due to preventive, corrective or adaptive maintenance service or other forms of service that Supplier has notified client of in advance and circumstances beyond Supplier's control are not taken into account. Subject to proof to the contrary offered by client, the availability measured by Supplier is considered conclusive.

Article 18. Backups

1. Client itself is at all times responsible for making backups of its data. Supplier is never obliged to make backups of client's data, unless explicitly agreed in writing.
2. Client itself remains responsible for complying with all the applicable statutory obligations with respect to keeping records and data retention.

Article 19. Varia

1. The client may not sell, transfer or pledge its rights and obligations under an agreement to a third party.
2. Supplier may make amendments to these terms and conditions. In case of an amendment, Supplier will give client at least 30 days notice thereof. An amendment will be considered to be accepted by client and will enter into force on the date determined by Supplier, if client does not reject the amendment within 30 days following the notification thereof. If client rejects the amendment, Supplier will be entitled to terminate the agreement by giving at least 30 days notice of termination with effect from the end of a calendar month. In that case Supplier shall refund all amounts prepaid by client and are no longer due.
3. The Supplier is entitled to sell, transfer or pledge its payment claims to a third party.

Article 20. Applicable law and disputes

1. Agreements between the Supplier and client are governed by Dutch law. Applicability of the Vienna Convention 1980 (The United Nations Convention on Contracts for the International Sale of Goods (CISG)) is excluded.
2. Disputes that arise as a result of the agreement between the parties and/or as a result of further agreements that result therefrom, will be submitted exclusively to the court of Rotterdam, The Netherlands.

Section B. Software as a Service (SaaS)

The provisions in this section 'Software as a Service' apply, apart from Section A. General of these terms, if Supplier delivers services in the field of Software-as-a-Service (also referred to as: Service).

Article 21. Provision of SaaS

1. The provision of Supplier's Service shall commence within a reasonable term following the conclusion of the agreement.
2. Client accepts the Service in the state it is when delivered ('as is, where is'), therefore, with all visible and invisible errors and defects.
3. Supplier may adjust the content or scope of Supplier's Service. If such adjustments are substantive and result in a change in client's current procedures, Supplier informs client about this as soon as possible and the costs of this adjustment are at client's expense. In this case client may serve notice of termination of the Agreement, which termination takes effect on the date on which the adjustment takes effect, unless the adjustment is related to amendments in relevant legislation or other instructions issued by public authorities, or the adjustment is at Supplier's expense.
4. Supplier may continue to provide Supplier's Service using a new or modified version of the underlying software. Supplier is not obliged to maintain, modify or add particular features or functionalities of Supplier's Service specifically for client.

5. Supplier is at any time permitted to install technical and organizational facilities to protect the Service to which client has been granted access, whether directly or indirectly, also in connection with a restriction agreed on in the content or the duration of the right to use these objects. Client may not remove or circumvent any of such technical facilities or have these removed or circumvented.
6. Client itself is responsible for the suitability of its own IT infrastructure and for converting, uploading or downloading data.
7. Client is fully responsible for the data and materials it uploads in Supplier's Service.
8. The fee payable by client for the Service is included in the agreement. If no payment scheme has been agreed on, all sums related to the Service delivered by Supplier become due and payable, in advance, per calendar month.
9. Supplier may give client instructions about security features intended to prevent or to minimalize incidents, or the consequences of incidents, that may affect security. If client should fail or follow the instructions issued by Supplier or by a relevant public authority, or should fail to follow these in time, Supplier is not liable and client indemnifies Supplier against any damage that may arise as a result.

Article 22. Guarantees

1. Supplier does not guarantee that the Service and other materials made available and held in the context of the Service is free of errors and functions without interruption. Supplier shall make efforts to fix errors within a reasonable term if and insofar as the matter concerns software developed by Supplier and client has provided a detailed, written description of the defects concerned to Supplier. In these terms an error means a substantial failure of the Service to meet the functional or technical specifications of the Service expressly made known by Supplier in writing.
2. Where there are grounds for doing so, Supplier may postpone the fixing of defects until a new version of the Service is put into operation. Supplier is entitled to install temporary solutions, program bypasses or problem avoiding limitations in the Service. If specific software was developed on the instructions of the Client, Supplier may charge for the costs of fixing to Client in accordance with Supplier's usual rates.
3. Based on the information provided by Supplier concerning measures to prevent and limit the effects of malfunctions, defects in the Service, corruption or loss of data or other incidents, client shall identify and list the risks to its organisation and take additional measures if necessary. Supplier declares that it is prepared to provide assistance, at client's request, to the extent reasonable and according to the financial and other conditions set by Supplier, with respect to further measures to be taken by client.
4. Supplier is never obliged to recover data that has been corrupted or lost other than placing back – where possible – the most recent back-up of the data in question.
5. Supplier does not guarantee that Supplier's Service is timely adapted to any amendments in relevant laws and regulations, but will make reasonable efforts to comply.

Article 23. Restrictions

1. Client shall comply strictly, at all times, with the agreed rights and restrictions as set forth in this article 23. If client fails to comply with the agreed rights and restrictions, client shall be liable towards Supplier for a penalty of EUR 5,000 (five thousand euros) for each day the customer fails to comply with the user rights and restrictions with a maximum of EUR 100,000 (hundred thousand euros) per year. This penalty is without prejudice to any other rights and remedies available to Supplier.
2. Client may solely use Supplier's Service for its own organisation or company and only insofar as required for the use intended by Supplier. The client may not allow third parties to make use of the Service, unless these third parties are subcontractors of the client.

Section C. Software

The provisions in this section 'Software' apply, apart from the General provisions of these terms, if Supplier makes software and apps available to client for use, together with the relevant data or databases and/or user documentation for this software– in these terms together to be referred to as 'Software' – other than on the basis of Software as a Service.

Article 24. Right to use

1. Supplier makes the Software agreed on available for use by client on the basis of a user licence and for the term of the agreement. The right to use the Software is non-exclusive, nontransferable, non-pledgeable and non-sublicensable.
2. Supplier's obligation to make the Software available and client's right to use the Software exclusively extend to the so-called object code of the Software. Client's right to use the Software does not pertain to the Software's source code. The source code of the Software and the technical documentation drafted when the Software was developed are not made available to client, not even if client is prepared to pay a financial compensation.
3. If parties have agreed that the Software may only be used in combination with particular hardware and this hardware has a malfunction, client is entitled to use the Software on other hardware with the same qualifications during the period of time that the original hardware remains defective.
4. Parties agree that the agreement entered into by parties is never seen as a purchase agreement where it is related to making Software available for use.
5. Supplier is not obliged to maintain the Software and/or provide support to users and/or administrators of the Software. If, contrary to the foregoing, Supplier is asked to perform maintenance activities and/or provide support for the software, Supplier may require that client should enter into a separate, written agreement for this purpose.

Article 25. Restrictions on Use

1. Client shall comply strictly, at all times, with the agreed rights and restrictions as set forth in this article 25. If client fails to comply with the agreed rights and restrictions, client shall be liable towards Supplier for a penalty of EUR 5,000 (five thousand euros) for each day the customer fails to comply with the user rights and restrictions with a maximum of EUR 100,000 (hundred thousand euros) per year. This penalty is without prejudice to any other rights and remedies available to Supplier.
2. The Software shall only be used on one machine. In the event of any malfunction or change of the machine, client shall notify Supplier timely in advance.
3. Supplier may require that client should only start using the Software after it has received one or more codes needed for the use from Supplier, from Supplier's supplier or from the producer of the Software.
4. Client is only entitled to use the Software in and for its own organisation or company and only insofar as required for the intended use. Client does not use the Software for the benefit of third parties, for example in the context of Software-as-a-Service (SaaS) or outsourcing.
5. Client is never entitled to sell, lease or alienate, or grant limited rights to, or make the software and the carriers on which the software is or will be recorded available to third parties, in any way whatsoever, for whatever purpose or under whatever title. Neither is client entitled to grant, whether or not remotely (online), a third-party access to the software or place the software with a third party for hosting, not even if the third party concerned exclusively uses the Software in client's interest.
6. Client may never reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software.
7. If so requested, client promptly renders assistance in any investigation into compliance with the agreed restrictions on use to be carried out by or on behalf of Supplier. At Supplier's first request, client grants Supplier access to its buildings and systems. Insofar as such information does not concern the use of the Software itself, Supplier observes secrecy with respect to all confidential business information that it obtains from client or at client's business location in the context of an investigation.

Article 26. Delivery and installation

1. At its discretion, Supplier either delivers the Software on the agreed type of data carrier or, if no arrangements have been made in this regard, on a type of data carrier determined by Supplier, or makes the Software online available to client. At Supplier's discretion, any agreed user documentation is made available in hardcopy or digital form, in a language determined by Supplier.
2. Supplier only installs the Software at client's business premises if this has been agreed on. If no arrangements have been made in this respect, client itself is responsible for installing, designing, parameterising, tuning and, if necessary, for modifying the hardware and operating environment used.

Article 27. Acceptance

1. If parties have not agreed on an acceptance test, client accepts the Software in the state that it is in when delivered ('as is, where is'), therefore, with all visible and invisible errors and defects. If this should be the case, the Software is deemed to have been accepted by client upon delivery or, if installation by Supplier has been agreed on in writing, upon completion of the installation.
2. If an acceptance test has been agreed on by parties, the provisions of articles 27.3 up to and including 27.10 apply.
3. Where these terms refer to 'error' this is understood to mean a substantial failure of the Software to meet the functional or technical specifications of the Software explicitly made known by Supplier in writing and, if all or part of the Software is customised software, a substantial failure to meet the functional or technical specifications explicitly agreed on in writing. An error only exists if it can be demonstrated by client and if it is reproducible. Client is obliged to report errors without delay. Supplier does not have any other obligation whatsoever with respect to other imperfections in or on the Software than those in relation to errors in the sense of these terms.
4. If an acceptance test has been agreed on, the test period is fourteen days following delivery or, if installation by Supplier has been agreed on in writing, fourteen days following the completion of installation. During the test period, client may not use the Software for production or operational purposes. Client performs the agreed acceptance test with qualified personnel, to an adequate extent and in sufficient detail.
5. If an acceptance test has been agreed on, client is obliged to check whether the software delivered meets the functional or technical specifications explicitly made known by Supplier in writing and, if and to the extent that all or part of the Software is customised software, that it meets the functional or technical specifications explicitly agreed on in writing.
6. If testing on client's instruction involves personal data being made use of, client ensures that using these data for this purpose is permitted.
7. The Software is understood to have been accepted:
8. if parties have agreed on an acceptance test: on the first day following the test period, or,
9. if Supplier receives a test report as referred to in article 27.8 prior to the end of the test period: at the time the errors listed in this test report have been repaired,

notwithstanding the presence of errors that, according to article 27.9, do not prevent acceptance, or,

- if client uses the Software in any way for production or operational purposes: at the time it is put into use for production or operational purposes.

8. If it should become clear when the agreed acceptance test is carried out that the Software contains errors, client reports the test results to Supplier in writing in a well-ordered, detailed and understandable manner no later than on the last day of the test period. Supplier makes every effort to repair the errors referred to within a reasonable period of time. In this context, Supplier is entitled to install temporary solutions, program bypasses or problem-avoiding restrictions.
9. Client is neither entitled to refuse to accept the Software for reasons that are not related to the specifications explicitly agreed on in writing by parties nor entitled to refuse to accept the Software because it has minor errors, i.e. errors that do not prevent – within reason – the productive or operational use of the Software, all of this without prejudice to Supplier's obligation to repair these minor errors as referred to in article 31. Acceptance may not be refused either because of aspects of the Software that can only be assessed subjectively, such as aesthetic aspects of the user interfaces.
10. If the Software is delivered and tested in phases and/or parts, non-acceptance of a certain phase and/or part is without prejudice to the acceptance of a previous phase and/or a different part.
11. Acceptance of the Software in one of the ways referred to in this article results in Supplier being discharged of its obligations in the context of making the Software available and delivering it and, if installation of the Software by Supplier has also been agreed on, of its obligations in the context of installing it.

Article 28. Making the Software available

1. Supplier makes the Software available to client within a reasonable period of time after parties have entered into the agreement.
2. Immediately after the agreement ends, client returns all copies of the Software in its possession to Supplier. If it has been agreed that client is obliged to destroy the relevant copies when the agreement ends, client informs Supplier, promptly and in writing, that the copies have been destroyed. When the agreement ends or after it has ended, Supplier is not obliged to render assistance in any data conversion that client may possibly want to carry out.

Article 29. Payment for the right to use the Software

1. The sum due for the right to use is payable by client at the agreed times or, if a time has not been agreed on:
2. if parties have not agreed that Supplier is responsible for the installation of the Software:

- upon delivery of the Software; or,
- in the event periodic payments are due for the right to use, upon delivery of the Software and subsequently when each new term of the right to use commences.

1. if parties have agreed that Supplier is responsible for the installation of the Software:

- upon completion of that installation;
- in the event periodic payments are due for the right to use the Software, upon completion of that installation and subsequently when each new term of the right to use commences.

Article 30. Modifications in the Software

1. Except where mandatory statutory provisions should provide otherwise, client is not entitled to modify all or part of the Software without Supplier's prior written permission. Supplier is entitled to refuse permission or to attach conditions to its permission. Client bears the entire risk of all modifications that it implements – whether or not with Supplier's permission – or that client has implemented by third parties on its instructions.

Article 31. Guarantees

1. Supplier makes reasonable efforts to repair errors in the sense of article 27.3 within a reasonable period of time if these errors are reported, in detail and in writing, to Supplier within a period of one (1) year after delivery or, if an acceptance test was agreed, within one (1) year after acceptance, unless agreed between parties otherwise. Supplier does not guarantee that the Software is suitable for the actual and/or the intended use. Supplier does not guarantee either that the Software functions without interruptions and/or that all errors are always repaired. Repairs are carried out free of charge unless the Software was developed on client's instructions other than for a fixed price, in which case Supplier charges the costs of the repairs to client at its applicable rates.
2. Supplier may charge the costs of the repairs to client at its applicable rates if such repairs are required as a result of usage errors or client not using the Software properly, or as a result of causes that cannot be attributed to Supplier. The obligation to repair errors ends if client modifies the Software or has such modifications implemented without Supplier's written permission.
3. Errors are repaired at a location and in a manner to be determined by Supplier. Supplier is entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the Software.
4. Supplier is never obliged to recover corrupted or lost data.
5. Supplier does not have any obligation whatsoever, of whatever nature or content, with respect to errors reported after the end of the guarantee period referred to in article 31.1.

Section D. Maintenance & Support

The provisions in this section ''Maintenance & Support'' apply, apart from the General provisions of these terms, if Supplier delivers services in the field of software and hardware maintenance & support.

Article 32. Provision of Maintenance

1. Supplier performs maintenance services for the software and/or hardware specified in the agreement. The obligation to provide maintenance includes repairing errors in the software in the sense of article 27.3 and, only if this has been agreed in writing, making new versions of the software available in accordance with article 33.
2. Client is to report, in detail, any errors discovered in the software and/or hardware. Following receipt of the report, Supplier makes every effort to repair errors and/or implement corrections in later, new versions of the software in compliance with its applicable procedures. Depending on the urgency and Supplier's version and release policy, the results are made available to client in a manner and within the period of time determined by Supplier. Supplier is entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software.
3. Supplier is never obliged to repair other imperfections than those referred to in this article. In the event Supplier is prepared to correct other imperfections than those referred to in this article, Supplier is entitled to charge a separate fee for this. Supplier is never obliged to recover corrupted or lost data.
4. If Supplier performs maintenance services online, client ensures, in due time, that a properly and appropriately secured infrastructure and network facilities are in place.
5. Client renders every assistance required by Supplier for the maintenance services, which includes that client should temporarily stop using the software and/or hardware and should make a backup of all data.
6. If maintenance concerns software that was not delivered to client by Supplier and if Supplier believes this is necessary or appropriate in the context of maintenance, client makes the source code and the technical (development) documentation of the software, including data models, designs, change logs and the like, available to Supplier. Client guarantees that it is entitled to make the source code and documentation available. Client grants Supplier the right to use and modify the software, including the source code and technical (development) documentation, so that Supplier can perform the maintenance services agreed on.

Article 33. New versions of the software

1. Maintenance includes making new versions of the software available only if and insofar as this has been agreed in writing. If maintenance includes making new versions of the software available, these new versions are made available at Supplier's discretion.
2. Three months after an enhanced version has been made available, Supplier is no longer obliged to repair errors in the previous version and to provide support and/or perform maintenance services for a previous version.
3. Supplier may require that client should enter into an additional written agreement with Supplier for a version with new functionality and that a further payment should be made for this version. Supplier may incorporate functionality from a previous version of the software in the new version without any modifications, but Supplier does not guarantee that each new version includes the same functionality as the previous version. Supplier is not obliged to maintain, modify or add particular features or functionalities in the software especially for client.
4. Supplier may require that client should modify its system (hardware, web browser, software and the like) if this should be necessary for the proper functioning of a new version of the software.

Article 34. Support services

1. If agreed Supplier will deliver support services according to the Services Level Agreement (SLA). If the services provided by Supplier under the agreement include support services to users and/or administrators of the software and/or hardware, Supplier advises – online, by telephone or by email – on the use and functioning of the software specified in the agreement. Client is obliged to specify the requests for support as comprehensively and in as much detail as possible so that Supplier can respond appropriately. Supplier may set conditions with respect to the way in which support is requested and the qualifications and the number of persons eligible for support. Supplier handles properly substantiated requests for support within a reasonable period of time and in compliance with its applicable procedures. Supplier does not guarantee the

correctness, completeness or timeliness of responses or of the support offered. Support services are performed on working days during Supplier's usual business hours.
2. If the services provided by Supplier under the agreement include standby services, Supplier ensures that one or more staff members are available on the days and at the times specified in the agreement. If standby services have been agreed on, client is entitled, in urgent cases, to call in the support of staff members on standby if there are serious errors, serious malfunctions and other serious imperfections in the functioning of the software. Supplier does not guarantee that these are promptly repaired.
3. The maintenance and other agreed services referred to in this chapter are performed starting from the date on which the agreement is entered into, unless parties have agreed otherwise in writing.

Article 35. Payment

1. If no payment scheme has been explicitly agreed on, all sums related to support and maintenance of the hard- and software and other services as meant in this section and set out in the agreement become due and payable, in advance, per calendar month.

Section E. Hardware

The provisions in this section 'Hardware"' apply, apart from the General provisions of these terms, if Supplier sells hardware, of whatever nature, and/or other goods to client.

Article 36. Purchase and sale

1. Supplier sells the hardware and/or other goods according to the nature and number agreed on in writing.
2. Supplier does not guarantee that the hardware and/or goods are suitable, on delivery, for client's actual and/or intended use unless the intended purposes have been clearly specified, without caveats, in the written agreement.
3. Supplier's obligation to sell does not include assembly and installation of materials, software, unless agrees otherwise.
4. Supplier does not guarantee that the assembly, installation and operating instructions that come with the hardware and/or goods are free of errors and that the hardware and/or goods have the features stated in these instructions.

Article 37. Delivery

1. The hardware and/or goods sold by Supplier to client are delivered to client exworks (EXW Rotterdam, the Netherlands). If this has been agreed on in writing, Supplier delivers the goods sold to client at a location to be designated by client, or has these goods delivered at this location. In this case, Supplier informs client, if possible in good time before the delivery, about the time when Supplier or the transporter contracted by Supplier intends to deliver the hardware and/or goods.
2. The purchase price of the hardware and/or goods does not include the costs of transportation, insurance, hauling and hoisting, the hiring of temporary facilities and the like. If applicable, client is charged for these costs.
3. Provided parties have entered into a written agreement to arrange for this, Supplier is responsible for installing, configuring and connecting the hardware and/or goods or for having the hardware and/or goods installed, configured and connected. Any obligation of Supplier to install and/or configure hardware neither includes data conversion nor software installation. Supplier is not responsible for obtaining any of the licences possibly required.
4. Supplier is always entitled to perform the agreement in partial deliveries.

Article 38. Test setup

1. Supplier is only obliged to set up a test environment for the hardware client is interested in if this has been agreed in writing. Supplier may attach financial and other conditions to a test setup. A test setup involves making the standard version of the hardware temporarily available on approval, excluding accessories, in a space made available by client, prior to client's final decision on whether or not to purchase the hardware in question. Client is liable for the use of, damage to and theft or loss of the hardware that forms part of a test setup.

Article 39. Requirements hardware environment

1. Client ensures an environment that meets the requirements specified by Supplier for the hardware and/or goods, among other things in terms of temperature, humidity and technical requirements.
2. Client ensures that activities to be performed by third parties, such as constructional work, are performed adequately and on time.

Article 40. Warranty

1. Supplier makes every effort to repair defects in the material and manufacturing defects in the hardware and/or goods sold, as well as defects in parts delivered by Supplier within the scope of the guarantee, within a reasonable period of time and free of charge if these defects are reported, in detail, to Supplier within the agreed warranty period. The warranty period starts from the moment the hardware and/or goods sold, are received at Supplier's location. If parties did not agree to a warranty period, a period of one (1) year applies following delivery at Supplier's location. If, in Supplier's reasonable opinion, the defects cannot be repaired or repair would take too long, or if repair would entail disproportionately high costs, Supplier is entitled to replace the hardware and/or goods free of charge with other, similar, though not necessarily identical, hardware and/or goods. The guarantee does not include any data conversion that should be required because of any repair or replacement. All replaced parts are Supplier's property. The guarantee obligation no longer applies if defects in the hardware, goods or parts are entirely or partly caused by incorrect, careless or incompetent use or by external circumstances such as fire or water damage, or if client modifies the hardware or parts delivered by Supplier under the guarantee, or has these modified, without Supplier's permission. Supplier does not withhold such permission on unreasonable grounds.
2. Client cannot file any claims or further claims concerning nonconformity of hardware and/or goods delivered other than those laid down in article 40.1.
3. Client is charged for any costs incurred by activities and repairs performed outside the scope of this guarantee at Supplier's applicable rates.
4. Supplier does not have any obligation whatsoever under the purchase agreement with respect to defects and/or other faults reported after the guarantee period referred to in article 40.1 ends.

GENERAL PURCHASE CONDITIONS VSTEP B.V.

1. DEFINITIONS

1.1 Agreement(s): any contractual relations between VSTEP and the Seller in which Products are sold by Seller to/for VSTEP.
1.2 VSTEP: VSTEP B.V., a company organised under the laws of The Netherlands, having its registered office at Galileistraat 32D, 3029AM Rotterdam, The Netherlands, registered under Chamber of Commerce number 24390114, and insofar as applicable and specified in the Agreement, its affiliates in the VSTEP Group.
1.3 Party(ies): VSTEP and/or the Seller, depending on the context.
1.4 Seller: the other Party to the Agreement apart from VSTEP.
1.5 Product(s): any goods (physical and digital) provided under the Agreement;
1.6 Purchase Conditions: these general terms and conditions;
1.7 Written/in writing: this also includes electronic communication, such as email

2. APPLICABILITY

2.1. These Purchase Conditions apply to all requests, quotations, offers, assignments, Agreements and other legal acts related to the purchase of Products, by any name on behalf of VSTEP.
2.2. If the Agreement and these Purchase Conditions conflict with each other, the provisions of the Agreement will prevail.
2.3. VSTEP is authorized to unilaterally amend these Purchase Conditions. These amendments will take effect 30 (thirty) days after the amended Purchase Conditions have been resubmitted and the Seller has been given written notice of the amendments. By notifying VSTEP in writing that it does not accept these amendments, the Seller effectively terminates the Agreement with immediate effect. Unless agreed by the Parties in writing, no other deviations from or supplements to these Purchase Conditions will be considered valid.
2.4. Unless expressly agreed otherwise in writing, the Seller's general terms and conditions, by whatever name, will not apply, regardless of whether they are mentioned in the Seller's quotation.
2.5. Any changes to the Agreement are only valid if they are agreed upon by both Parties and laid down in writing.

3. CONCLUDING OF THE AGREEMENT

3.1. No Agreement exists between VSTEP and the Seller until VSTEP has issued an explicit written notice to the Seller that it accepts the Seller's quotation.
3.2. Unless agreed otherwise, the Seller is expressly required to have several other customers besides VSTEP. Seller is an independent entrepreneur and therefore bears full responsibility for the performance of the Agreement and consequently for its own performance and those of its personnel.

4. PRICES/RATES/INVOICING AND PAYMENTS

4.1. All prices or rates are agreed in euros, excluding turnover tax and including all costs and any other taxes and levies, unless explicitly agreed otherwise in writing.
4.2. Unless agreed otherwise, any travel and accommodation expenses shall be borne by the Seller, as well as the costs of issuing quotations and providing samples, trial

shipments and supporting materials.
4.3. For Agreements that qualify as long-term agreements, rates can be increased at most once a year, though not within one year of signing the Agreement, and VSTEP must be informed thereof in writing by the Seller at least one month prior to their taking effect, stating the basis and method of calculation. However, the percentage by which rates will be raised must not exceed the Statistics Netherlands (CBS) consumer households indexation. Rate reductions are possible at all times.
4.4. Invoicing will take place as described in the Agreement.
4.5. Invoices due shall be paid within 60 (sixty) days of the date of the invoice.
4.6. If VSTEP has not paid by the deadline stated in Article 4.5, and still fails to make payment after a reasonable notice of default period as determined by the Seller has passed, the Seller is entitled to charge VSTEP an interest of 2% per annum on the due amount, instead of the standard statutory commercial interest of Article 6:119a of the Dutch Civil Code ("DCC)".
4.7. The Seller is not allowed to suspend or set-off any of its obligations under the Agreement.

5. TERM AND TERMINATION

5.1. Unless explicitly agreed otherwise in the Agreement, the Agreement will take effect on the date referred to in Article 3.1. The Agreement is entered into for the period stated therein.
5.2. If the Agreement qualifies as a long-term agreement, so the Agreement is not an agreement for a one time order, the Agreement can be terminated by VSTEP at any time, with a prior written notice of one (1) month.
5.3. Either Party is authorized to terminate (in Dutch: "ontbinden") the Agreement, either in whole or in part if:

- The other Party fails to comply with its obligations under the Agreement or fails to do so in time or in full, unless the failure, given its unique nature or triviality, does not justify the effects of this termination; insofar as the inability to comply is only temporary, this power to terminate the Agreement will only exist if the non-compliance continues after a reasonable period, indicated in a warning issued in writing, has passed;
- The other Party has been declared to be in a state of bankruptcy or has filed for bankruptcy;
- The other Party submits a request for a debt rescheduling;
- The Products made available within the scope of the Agreement by or on behalf of the other Party are repossessed and this restriction is not lifted within 30 (thirty) days;
- Either Party is subject to a change of control;
- The other Party starts running a (partially) competing business;
- The other Party is a legal entity and this entity is dissolved.

5.4. Termination will take place by registered letter or by email.
5.5. VSTEP is not liable for any damage incurred by the Seller as a result of or in connection with a termination (in Dutch: "ontbinding") (interim or not) in accordance with this article, without prejudice to VSTEP's right to full indemnity as a result of non-fulfilment by the Seller of its obligations and without prejudice to any other rights VSTEP might have.
5.6. Termination of the Agreement does not release the Parties from any obligations which by their nature are ongoing, such as for example (not exclusively) articles 10, 11, 13 and 15.

6. DELIVERY

6.1. The delivery deadline is stated in the Purchase Order.
6.2. Unless expressly agreed otherwise, the deadlines indicated in the Agreement are to be regarded as fixed dates (in Dutch: "fatale termijnen"), which means that the Seller is in default with immediate effect if it fails to deliver the Products on the agreed date without a notice of default being required.
6.3. If the agreed delivery deadline for a specific order is exceeded by more than one (1) week, VSTEP is entitled to terminate the order by email with immediate effect without being obliged to pay damages and notwithstanding VSTEP's right to receive alternative compensation.
6.4. If VSTEP expects not to be in a position to receive all or some of the Products at the time agreed, the Seller must be informed by VSTEP as rapidly as possible. In that case the Seller must store the goods. VSTEP will not be charged for the first month of storage. From one months after the planned delivery date, the Seller is entitled to charge reasonable storage costs.
6.5. The Products will be delivered by the Seller to the location, in the manner, and on the date specified in the Agreement. If the Agreement does not provide this information, then the Seller will deliver the Products DDP (Delivery Duty Paid, Incoterms 2020) to VSTEP's headquarters in accordance with VSTEP's instructions.
6.6. Any (technical) documentation and/or manuals related to the Products or any relevant programming and maintenance thereof will be provided to VSTEP upon delivery and if applicable in the by VSTEP requested language.
6.7. All aids such as drawings, designs, models, moulds, films, matrices, calibers or specific tools required to execute delivery or required to make use of the Products that are made available to Seller by VSTEP or that are made or bought at VSTEP's cost, are, remain or will become the property of VSTEP.

7. TRANSFER OF PROPERTY AND RISK

7.1. Unless expressly agreed otherwise in writing, the ownership of the Products will transfer to VSTEP once they are delivered or once the Products are paid for, whichever occurs first.
7.2. The risks associated with the Products transfers to VSTEP only once these are delivered to VSTEP at the agreed location and in the agreed manner.

8. WARRANTY

8.1. The Seller warrants that:
a. It will always act reasonably and competently in the performance of its obligations under the Agreement;
b. The quality of Products provided will be high, that they will be made of solid materials or supplied by skilled personnel and will be suited for their intended purpose, of which VSTEP has informed the Seller in writing and that they satisfy the relevant applicable legal requirements;
c. The Products are provided in their entirety and are ready for use;
d. The Products are safe, taking into account all relevant statutory environmental, health and safety regulations.

9. LEGAL REQUIREMENTS

9.1. The Seller warrants that the Products at the time of delivery meet the requirements of mandatory law applicable at that time in the country where the Products are to be used. The Seller will inform VSTEP in good time, but in any case before delivery, about any licenses required for production, delivery and use of the Products and will give VSTEP any assistance required to obtain such licenses. VSTEP is entitled to terminate the Agreement in its entirety or in part if the required license is not obtained, or not obtained in good time.
9.2. Products provided by the Seller must always meet the requirements applicable at the time of delivery and any amendments to these that can reasonably be expected. Unless agreed otherwise in the Agreement, any Products already provide to VSTEP by the Seller will be adapted to the new requirements at VSTEP's request according to conditions to be agreed at that time. The Seller will discuss with VSTEP in good time any imminent amendments to regulations.

10. INTELLECTUAL PROPERTY

10.1. All intellectual property rights and similar rights which may or shall be exercisable in respect of the Products, including but not limited to trademark rights, copyrights and patents are vested in:
a. VSTEP insofar as it relates to Products specifically designed or manufactured for VSTEP and/or realized or to be realized under the management or supervision of VSTEP or on the basis of its instructions or designs. To the extent necessary, such rights under the Contract shall be transferred by the Seller to VSTEP, which transfer is hereby accepted by VSTEP.
b. The Seller or a third party in all other cases. In such case, the Seller shall grant VSTEP a non-exclusive right to use the Products to be specified in the Agreement which shall in any event be sufficient for performance of the Agreement.
10.2. The Seller warrants that the Products that it supplies (including results thereof) do not violate any applicable intellectual property right of third parties and that the use thereof is not unlawful towards any third party.

11. CONFIDENTIALITY AND DATA PROTECTION

11.1. The Seller must treat the content of the Agreement with VSTEP, information regarding the Products or other technical information (including without limitation, functional and technical specifications, designs, drawings, source code, analysis, research, processes, computer programs, algorithms and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like that the Seller receives under the Agreement or that becomes available to the Seller due to the Agreement confidential and kept secret. The Seller must pass on this obligation to its personnel and third parties it engages.
11.2. Upon the end of the Agreement the Seller, unless stated otherwise in the Agreement, shall return VSTEP's confidential information in its possession. Confidential information does not include (i) information already known or independently developed by the Seller itself outside the scope of the Agreement, (ii) information in the public domain through no wrongful act of the Seller itself, or (iii) information received by the Seller itself outside the scope of the Agreement from a third party who was free to disclose it.
11.3. Parties comply with all relevant laws and regulations including the General Data Protection Regulation 2016/679 and any related legislation when executing the Agreement.

12. TRANSFER OF RIGHTS AND OBLIGATIONS

12.1. The Seller shall not transfer any of its rights and obligations under the Agreement either in whole or in part to third parties without VSTEP's prior written approval.

13. LIABILITIES AND INDEMNIFICATIONS

13.1. The Seller is liable for damage of VSTEP as a result of shortcomings of the Seller or arisen as a result of the Seller's wrongful acting (in Dutch: "onrechtmatige daad"), including all direct and indirect damages such as consequential damage or trading loss such as (but not limited to) loss of data, pollution damage, loss of income or profit, lost savings and damage as a result of business interruption.
13.2. The Seller indemnifies VSTEP and holds VSTEP for any claims made by VSTEP customer's that are connected to the Seller's obligations under the Agreement.
13.3. If there is any liability on VSTEP, VSTEP only compensates the damage of which the Seller proves that it is the direct result of the event for which VSTEP is legally liable, if and insofar as the insurance policy of VSTEP covers this damage, with a maximum of one third (1/3) of the value of the Agreement over the previous six (6) months.
13.4. The limitations of liability in the Agreement cannot be invoked for damages arising from death or bodily injury and cannot be invoked by a Party that is liable for damages that has been caused by an intentional act or gross negligence by the Party, its directors or executive staff.

14. FORCE MAJEURE

14.1. In the event of non-attributable failure to execute (force majeure), meeting the relevant and associated obligations will be entirely or partly deferred for the duration of such force majeure without either Party being held responsible for any payment of damages. The Parties can only make a claim to force majeure if the Party concerned informs the other Party in writing as rapidly as possible after the shortcoming occurs, but at the latest within 14 (fourteen) working days, of the claim being made to force majeure, submitting the necessary proof.
14.2. The Party claiming force majeure shall be obliged to use its best efforts to minimize the adverse consequences for the other Party, including but not limited to taking measures diminishing the loss ("schadebeperkende maatregelen").
14.3. Force majeure does not include failure to meet obligations or to meet them in time due to the fact that a third party which has assumed the obligations towards one of the Parties has failed to meet them or failed to meet them in time, unless the Party concerned proves that the failure to meet the obligations or to meet them in time is attributable to force majeure affecting that third party and the Party concerned can in that case in all fairness not be expected to obtain its products from anyone other than that third party.
14.4. Force majeure shall in any case not include the following (not exclusively): pandemics, epidemics, lack of personnel, strikes, failure of auxiliary materials, liquidity or solvency problems and rising raw material and/or purchase prices.
14.5. If performance of the Agreement has become permanently impossible due to force majeure or if the force majeure situation persists for forty five (45) days, the other Party shall be entitled to terminate the Agreement without prior judicial intervention and without any right to compensation arising therefrom, by registered letter or by e-mail.

15. APPLICABLE LAW AND ARBITRATION

15.1. The Agreement and all orders placed under the Purchase Conditions are governed by the laws of the Netherlands, the Vienna Sales Convention (CISG) is explicitly excluded.
15.2. All disputes arising in connection with the Agreement, or further agreements resulting therefrom, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The arbitral tribunal shall be composed of one arbitrator. The proceedings shall be conducted in the English language.