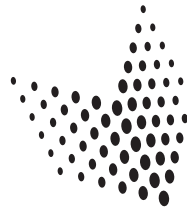


# General terms and conditions of purchase

Version 2.0 - 27 February 2008



**NDC | VBK**  
de uitgevers

## GENERAL PROVISIONS

### Article 1 General and Applicability

1.1 For the purposes of these general terms and conditions the following words shall bear the meanings assigned to them:

- 1.1.1 "NDC|VBK": NDC|VBK de Uitgevers B.V., with registered office at Leeuwarden, or the legal entity, undertaking or place of business associated with this B.V. (private limited liability company), which declares or has declared these general terms and conditions as applicable.
- 1.1.2 "Supplier": Each natural person or legal entity which makes an offer to NDC|VBK to supply Goods and/or provide or perform Services and/or with which NDC|VBK enters into a Contract.
- 1.1.3 "Goods": The goods which the Supplier is to supply to NDC|VBK on the basis of the Contract against payment, which are material objects capable of human control and property rights.
- 1.1.4 "Services": The work which the Supplier is to perform for NDC|VBK on the basis of the Contract against payment, as stated in detail in the Contract.
- 1.1.5 "Contract": the agreement between NDC|VBK and the Supplier, including any annexes, to which these general terms and conditions apply.
- 1.1.6 "In Writing": on paper, that is made available or provided by fax, by ordinary post or, if this is explicitly stated, by registered post (hard copy). E-mail messages or other electronic messages are not covered by this definition.

- 1.2 These general terms and conditions shall apply to all inquiries, offers, orders and Contracts under which NDC|VBK acts as buyer and/or client for the supply of Goods and/or Services of whatever nature ordered by NDC|VBK or on its behalf, and all obligations that ensue and derive from the foregoing.
- 1.3 Any applicability of any terms and conditions of the Supplier, however described, is explicitly rejected. Any deviations from and/or additions to the present general terms and conditions shall not be valid unless the parties have agreed on them in writing.
- 1.4 In the event of any inconsistency between the provisions of the Contract and the provisions of these general terms and conditions, the relevant provisions of the Contract shall prevail.

### Article 2 Formation of the Contract

- 2.1 The fact that the Supplier makes a quotation or an offer does not obligate NDC|VBK to enter into a Contract with the Supplier.
- 2.2 Each request from NDC|VBK shall be followed by an offer from the Supplier, which offer shall not be revocable nor without obligation for a period of 60 days following its receipt by NDC|VBK.
- 2.3 A Contract is formed only after NDC|VBK has accepted an offer by the Supplier by means of a written order. Verbal agreements will only be recognised if and from the moment NDC|VBK confirms them in writing.
- 2.4 If NDC|VBK makes a written order or a written request, without the Supplier making a prior offer or without the Supplier confirming the order, then the Contract is formed by the delivery of the Goods or the start of the performance of the Services in accordance with the order or request.
- 2.5 Alterations or additions to the Contract can only be made in writing.

### Article 3 Prices, rates and payment

- 3.1 Agreed prices and rates are fixed and invariable and can therefore not be subject to revision.
- 3.2 Unless expressly agreed otherwise, all prices and rates include the costs of packaging, transport and other costs of carriage, import documents, insurance, travel times, travel costs and costs of accommodation.
- 3.3 All prices and rates exclude Value Added Tax (BTW) without exception.
- 3.4 Prices and rates are stated in euros, unless payment in another currency has been agreed in writing.
- 3.5 The Supplier is only entitled to increase the agreed fixed prices and rates or required to lower the fixed prices and rates if NDC|VBK makes a substantial change to the work originally agreed. Moreover the Supplier is only entitled to increase agreed prices and rates if NDC|VBK has given its agreement in writing.
- 3.6 If the Supplier believes that there is a question of extra work, then it shall inform NDC|VBK as quickly as possible. The extra work shall be carried out against a fixed price, unless it has been agreed to perform the work on the basis of actual cost. The provisions of the Contract relating to the extra work shall apply to the extra work done by the Supplier.
- 3.7 If the parties expressly agree in writing that the Supplier will perform the extra work on the basis

of actual cost (hours times rate), the Supplier shall inform NDC|VBK in writing of the rates charged by the Supplier and the estimated total amount for the performance of this extra work. Only after NDC|VBK has given its written consent to the stated rates and estimated total amount can the Supplier claim payment for the work involving the rates and estimated total amount.

### Article 4 Payment

- 4.1 Unless agreed otherwise, the payment of the sums due under the Contract shall be made within 45 days of the date of invoice.
- 4.2 The date of invoice is the date that NDC|VBK receives the invoice. This date of receipt can never be any date previous to the date on which the Goods have been delivered to NDC|VBK's home address or the date on which the Supplier has started to perform the Services for NDC|VBK.
- 4.3 NDC|VBK shall make payment by transfer to a bank or giro account, as it sees fit.
- 4.4 Payment will be made in euros, unless payment in another currency has been agreed in writing.
- 4.5 Payment by NDC|VBK shall not imply the waiver of any right.
- 4.6 If NDC|VBK is culpable in failing to fulfil its obligation to pay, NDC|VBK will be in default without further notice, and shall only owe the statutory interest rate calculated on the amount owed for the time that it remains in default.

### Article 5 Quality control and reporting

- 5.1 The Supplier shall keep NDC|VBK informed concerning the progress in the work when implementing the Contract, as also the financial situation, and shall provide all the information on these matters at NDC|VBK's request.
- 5.2 NDC|VBK is authorised at all times to inspect and test the quality and progress of Goods and Services at the place of implementation. In this connection the Supplier shall grant access to the places where the Goods are located and the Services are being implemented.
- 5.3 In the event that a Contract is entered into for a longer period, NDC|VBK is authorised to request an interim report from the Supplier, at times to be determined by NDC|VBK and in the manner stated by NDC|VBK, as NDC|VBK sees fit.

### Article 6 Performance of the Services

- 6.1 In performing the Services, the Supplier shall (be allowed to) make use of one or more persons engaged by the Supplier who are working for the Supplier on the basis of an employment agreement. NDC|VBK can in specific circumstances request the Supplier to perform the Services in person.
- 6.2 The Supplier acts entirely independently when performing the actual Services.
- 6.3 The Supplier shall keep NDC|VBK informed concerning the actual performance and progress of the Services.
- 6.4 The Supplier carries out work for and provides Services to one or more other clients.
- 6.5 If a person engaged by the Supplier to perform the Services is not in a position to perform the Services as a consequence of illness, leave or suspension, or as a consequence of decease or the termination of his or her employment contract with the Supplier, then the Supplier shall make arrangements for a satisfactory replacement. The replacement must meet the same qualifications as the original person who was initially assigned to perform the Services. Such a person can only be replaced with the prior approval of NDC|VBK.
- 6.6 The Supplier is required – so far as applicable – to impose the obligations deriving from the Contract (including therefore the obligations deriving from the general terms and conditions) on the persons it engages to perform the Contract.

### Article 7 Delivery method

- 7.1 The Supplier shall deliver and transfer ownership of the Goods to NDC|VBK at the time of delivery at the place NDC|VBK indicates. The Goods shall be free and unencumbered.
- 7.2 Unless NDC|VBK states otherwise, Goods will be delivered carriage paid at the place where NDC|VBK conducts its business or its activities. NDC|VBK will if necessary communicate the address, residence, street, storey, room, contact person, telephone number and if required the technical facilities to the Supplier in writing.
- 7.3 The Supplier is required to give its full cooperation to the delivery of the Goods or Services to be delivered under the Contract. NDC|VBK's packaging and shipment instructions must be strictly followed.
- 7.4 The packaging and shipment of the Goods to be delivered are at the cost and risk of the Supplier. In these general terms and conditions, shipment includes shipment or transport of Goods that are used to provide Services as well as transmission of data by means of a data communications network and any comparable dispatch by any technical means.
- 7.5 NDC|VBK will not be responsible for storing the Goods that are to be supplied, unless expressly

agreed. If Goods are stored, then this shall be at the expense and risk of the Supplier. The Supplier itself needs to take out insurance against this risk if it wishes.

- 7.6 Goods and/or the results of Services that have been delivered or handed over are at the risk of NDC|VBK from the time that these have been delivered or handed over at NDC|VBK's offices.
- 7.7 Any delivery or handover of Goods or results of Services by the Supplier to NDC|VBK shall not constitute definitive and unconditional acceptance of Goods or Services by NDC|VBK.
- 7.8 In the event of complaints or if the Goods turn out to be faulty and/or have been delivered too late, the costs of any returns shall be at the expense and risk of the Supplier. Returnable packaging can be returned to the Supplier carriage paid at the expense and risk of the Supplier.

### Article 8 Delivery times

- 8.1 Any delivery time agreed by NDC|VBK and the Supplier shall constitute a hard and fast deadline, unless the parties have explicitly agreed otherwise.
- 8.2 If the Supplier expects there to be a delay, the Supplier is obliged to inform NDC|VBK immediately that the agreed delivery time cannot be strictly complied with.
- 8.3 The delivery time starts on the day that the Contract is formed, unless explicitly agreed otherwise in writing.
- 8.4 If the parties have agreed that there is a question of additional or reduced work then – if there is good cause – the original valid time limit for compliance shall be modified on the basis of the additional or reduced work and the new final date agreed by the parties shall apply.

### Article 9 Acceptance

- 9.1 NDC|VBK will in every case subject the Goods delivered and the Services performed to an acceptance test within a reasonable time limit once the obligations have been met. NDC|VBK will accept the Goods delivered and Services performed if and when these comply with the requirements and performance laid down in the Contract.
- 9.2 NDC|VBK will inform the Supplier in writing if the Goods or Services are rejected partly or in their entirety during the inspection, checking and/or testing during or after the delivery of the Goods or performance of the Services.
- 9.3 As regards the performance of the Contract, if any imperfections are found or the supply in some other way does not comply with the stipulations of the Contract, NDC|VBK, in addition to other provisions in these general terms and conditions and in addition to any right deriving from common law, shall be entitled:
  - 9.3.1 to reject or not to accept the Goods or results of the Services in question, if this is necessary in NDC|VBK's view, and to ask the Supplier to carry out the supply again if possible within the agreed time limit and as quickly as possible, at the Supplier's expense.
  - 9.3.2 if NDC|VBK decides on the basis of the rejected Goods or results of Services not to ask the Supplier to carry out the supply again, then NDC|VBK will only be liable for a fair reduction of the agreed payment, which will be set off immediately and in full against any claim the Supplier has against NDC|VBK;
  - 9.3.3 to deliver or have delivered the rejected Goods or to carry out or have carried out the rejected results of Services by NDC|VBK itself or by third parties at the expense of the Supplier.

### Article 10 Guarantee

- 10.1 The Supplier guarantees during the implementation of the Contract as well as for the anticipated life, which shall at all times be at least one year after acceptance by NDC|VBK, of the delivered Goods and/or Services performed that, as a minimum, all delivered Goods and (results of) Services:
  - (a) are of good quality;
  - (b) are free of imperfections in the materials and construction used;
  - (c) are complete and suitable for the purpose for which they are intended;
  - (d) comply with the specifications, drawings and technical information and the laws or other regulations issued by the authorities in the Netherlands, such as, among others, those concerning health, safety, environmental pollution and electromagnetic interference.
- 10.2 The Supplier guarantees that the Services to be provided by the Supplier or on its behalf will be carried out in a professional manner and that for the duration of the Contract its personnel will comply with the agreed qualities as regards training, expertise and experience.
- 10.3 In the event that Goods are ordered without detailed specifications or in the event that the Supplier can perform Services without detailed specifications, the Goods and Services shall be free

of faults and shall have the characteristics required for the usually expected purpose for which the Goods and Services can be used, and comply with the highest standards of safety and quality in that sector, as these apply at the time of the delivery of Goods or performance of Services.

- 10.4 All faults and imperfections that appear during the guarantee period as envisaged by this article, with the exception of faults that are the result of normal wear or abnormal use shall be repaired or replaced or supplemented by the Supplier immediately and in full free of charge and on demand by NDC|VBK, without prejudice to NDC|VBK's other rights to compensation for costs, damages and interest.
- 10.5 If following the abovementioned notification, the Supplier has not begun to remedy faults within a time limit that is reasonable for NDC|VBK, then NDC|VBK shall be authorised to carry out the work or have it carried out by third parties at the cost and risk of the Supplier, without further consequences for the guarantee obligations entered into by the Supplier, with the proviso that the Supplier is notified thereof as quickly as possible. All claims that NDC|VBK may have against the Supplier as a result shall fall due immediately and in full.
- 10.6 After the guarantee periods have lapsed, the Supplier is required to comply with the obligation described in Article 10.4, subject to payment by NDC|VBK of reasonable compensation agreed by the parties in advance. The provisions of the guarantee article shall apply to the results of the implementation of this obligation by the Supplier.

### Article 11 Liability and insurance

- 11.1 Without prejudice to the Supplier's other obligations, the Supplier is liable for losses that NDC|VBK and/or third parties suffer as a consequence of wrongful use or loss of keys and/or entry passes that NDC|VBK has provided to the Supplier.
- 11.2 The Supplier shall indemnify NDC|VBK against any claim by any third party concerning loss or damage resulting from shortcomings in delivered Goods, including safety defects as defined in product liability legislation, and/or resulting from any act or omission on the part of the Supplier or any of its auxiliary persons.
- 11.3 If NDC|VBK is culpable in failing to comply with an obligation or liable on the grounds of a wrongful act, NDC|VBK will only be liable to the Supplier for the damages that the Supplier can demonstrate that it has suffered directly and that are immediately linked to NDC|VBK's culpable failure to comply with an obligation or NDC|VBK's liability on the grounds of a wrongful act or NDC|VBK's liability for damages due to death or physical injury. This liability for the said damages shall be limited to a maximum 100% of the payment(s) invoiced for the Contract (excluding VAT), with a maximum of EUR 500,000.00 (five hundred thousand euro), and in the case of contracts for an indefinite period of time is limited per event to an amount equal to 100% of the invoiced payment(s) (excluding VAT) for that year on the basis of that Contract with a maximum of 1 (one) million euro, a series of connected events being considered a single event. Notwithstanding the foregoing, NDC|VBK's liability is at all times limited to the amount covered by NDC|VBK's liability insurance in the case in question. Apart from the cases mentioned above, no other liability for damages shall attach to NDC|VBK. The limitation on NDC|VBK's liability shall however lapse in the event of wilful acts or gross negligence on the part of NDC|VBK. NDC|VBK's liability in respect of a culpable failure to perform an obligation shall not arise unless the Supplier forthwith and properly declares NDC|VBK in default, stating a reasonable period in which to remedy the failure, and if NDC|VBK continues, and can be blamed for continuing to fail in the fulfilment of its obligations even after such a period.
- 11.4 The Supplier shall have taken out adequate insurance and shall maintain adequate insurance against risks arising for the Supplier from the Contract(s).

### Article 12 Taxes and social security contributions

- 12.1 The Supplier shall receive the payments as envisaged by Article 4 in these general terms and conditions, as payment for the Services it is to perform. Any tax demands, social security contributions that are owed, fines and/or interest, arising from the Contract are entirely for the Supplier's account, without exception.
- 12.2 In the event that the tax authorities and/or the social security administration agency, contrary to the standpoint and intention of the parties, determine that an employment contract or working relationship exists between NDC|VBK and the Supplier (in the sense of the relevant legislation) and/or one or more of the persons engaged by the Supplier, and that NDC|VBK as a result could be required to withhold and repay or pay payroll tax and/or social security contributions, NDC|VBK will be entitled to deduct the payroll tax and/or social security contributions, as also any fines imposed

- and/or interest due from the payments envisaged by Article 3 of the general terms and conditions.
- 12.3 The loss arising for NDC|VBK from any premium transfer allowance owed at that time shall be compensated in full by a reduction in the payments envisaged in Article 4 of the General Terms and Conditions.
- 12.4 If and insofar as the abovementioned liability for payroll tax and social security contributions, as also the premium transfer allowance, shall be determined retrospectively for a period during which no amounts have been withheld from the payments envisaged above, the Supplier shall indemnify and compensate NDC|VBK in full at NDC|VBK's first request for losses arising from any additional assessed payroll tax, social security contributions, premium transfer allowance and any fines and/or interest payable. Furthermore the Supplier shall compensate NDC|VBK for any VAT that it has incorrectly invoiced to NDC|VBK and which has been paid by NDC|VBK.
- 12.5 Depending on the nature of the Contract, NDC|VBK can request the Supplier to submit an audit opinion from an accountant, as envisaged by Section 393.1 of Book 2 of the Dutch Civil Code, at the start of the Services.
- 12.6 If the Supplier fails to comply with the obligations contained in the above sections of this Article, NDC|VBK shall be entitled to cancel the Contract with immediate effect without recourse to a court of law.

#### Article 13 Registration with a Chamber of Commerce and Supplier's VAT number

- 13.1 Depending on the nature of the Contract, NDC|VBK can request the Supplier to submit a certified copy of registration with the Chamber of Commerce concerning the Supplier's exercise of its activities as a legal entity, as also a copy of the assignment of a VAT number to be added to the Contract.

#### Article 14 Intellectual property rights

- 14.1 All intellectual and industrial property rights, including but not limited to copyrights and database rights, in all Goods and/or results of Services including but not limited to copies, models, drawings, designs, documentation, photographs, films, data carriers, equipment and software (in object and source code), lithographs, data and data files, that are the subject of and/or arise from and/or have been used in fulfilling the obligations under the Contract between the Supplier and NDC|VBK shall be held by NDC|VBK or, if not held by NDC|VBK, they shall be assigned by the Supplier to NDC|VBK to the extent permitted by the law, which assignment is accepted now for then as soon as those rights have arisen. Insofar as further formalities are required for the assignment of such rights, this registration shall be carried out in favour of NDC|VBK, and the Supplier shall give its unconditional cooperation to the assignment of such rights to NDC|VBK at NDC|VBK's first request and at no charge.
- 14.2 The Supplier grants NDC|VBK an exclusive and unrestricted user right for an indeterminate period as regards intellectual and industrial property rights, wherever and whenever these attach to the delivered Goods and results of Services, but where the intellectual property rights and comparable rights cannot be assigned to NDC|VBK because these are held by third parties and are therefore not assignable by the Supplier. In any such case, the Supplier shall indicate this in the Contract in writing, warranting that it is entitled to enter into the Contract with NDC|VBK, and that it disposes of all required documents showing that any holders of rights have given their permission for exclusive and unrestricted exploitation, for an indefinite period of time, of the Goods and/or (results of) Services by NDC|VBK.
- 14.3 The Supplier warrants that the Goods it supplies and the results of its Services do not in any way infringe any rights that third parties may enforce under any regulations, including intellectual and industrial property rights, and indemnifies NDC|VBK, both in law and otherwise, against all claims that any third parties may have under the Act or regulations referred to above.
- 14.4 If any doubt arises or continues to exist as to the accuracy of the rights claimed by third parties as referred to in this Article, NDC|VBK shall be entitled to suspend the performance of the Contract until such time as it has been irrevocably established in law that NDC|VBK will not infringe such rights by performing the Contract.

#### Article 15 Secrecy

- 15.1 Information that NDC|VBK has provided to the Supplier or which the Supplier has provided to NDC|VBK may include valuable, confidential information and trade secrets. Information includes but is not limited to specifications, data, financial information, manuals, product plans and documentation, whether tangible or not, that relate to the Goods and/or Services. Unless the Contract stipulates otherwise in this case, the information shall remain the exclusive property

of the party that made the information known to the other party. Unless the Contract stipulates otherwise the party to which the information was made available shall not reproduce the information, make it known to third parties or permit others to do so. The parties shall oblige their personnel or third parties engaged by them to comply with these non-disclosure provisions.

15.2 The non-disclosure obligations do not extend to information:

- that was already in the public domain at the time that it was published;
- that has become part of the public domain other than because of a breach of the Contract;
- that one party had already lawfully gained knowledge of before the information was revealed to it by the other party;
- that was disclosed by a party that was entitled to do so;
- that was developed independently of disclosure by the other party; or
- that must be made known on the grounds of a court order and where the other party was informed in sufficient time to contest the order, unless the nature of the request and the instructions that were given entail that the non-disclosure provision in the first paragraph of this Article applies.

#### Article 16 Materials

- 16.1 Materials entrusted by NDC|VBK to the Supplier, of whatever kind, are and remain the property of NDC|VBK. The Supplier shall keep all materials, of whatever kind, entrusted to it by NDC|VBK within the scope of the performance of the Contract with due care, insure them properly, label them as being property of NDC|VBK, and return them to NDC|VBK when so requested.
- 16.2 The Supplier is required to take care that a duplicate is made of the materials (by which are also understood examples and/or information) provided by NDC|VBK to the Supplier prior to the implementation of the Contract where this case applies. The Supplier shall keep such duplicates in case the materials made available are lost by the Supplier during the keeping thereof or have become unfit for use due to damage. In that case the Supplier shall provide NDC|VBK with a new copy at the latter's request free of charge.
- 16.3 All things produced by the Supplier, such as means of production, semi-manufactures and tools, including type, design drawings, models, working and detailed drawings, information carriers, computer programs, data files, photographs, lithographs, clichés, films, micro and macro mountings, printing plates, screen printing moulds, engraved cylinders, stereotypes, punching knives and moulds, (foil) embossings, punch plates and peripheral equipment, become the property of the client when he has fulfilled his payment obligation(s) under the Contract in whose scope the above-mentioned things were created.

#### Article 17 Privacy

- 17.1 If the Supplier processes personal data during the implementation of the Contract, the Supplier is obliged to comply with the obligations arising from the Dutch Act on the Registration of Personal Data (Wet Persoonsregistraties) and the Dutch Personal Data Protection Act (Wet Bescherming Persoonsgegevens) and other legislation and regulations concerning the protection of personal data. The Supplier is required to follow the instructions that NDC|VBK gives it in this context.
- 17.2 The Supplier will take the utmost care to take appropriate technical and organisational measures to protect personal data against loss and any form of illegal processing.
- 17.3 NDC|VBK shall not be held liable for the failure of the Supplier to comply with the provisions of the foregoing sentences, and the Supplier shall indemnify NDC|VBK against any claims that might be made by third parties against NDC|VBK on the basis of the abovementioned legislation and regulations, save in the event of wilful acts or gross negligence by NDC|VBK.

#### Article 18 Force Majeure

- 18.1 Failure in the performance of the Contract on the part of one party cannot be imputed to that party if the latter cannot be blamed for such a failure or if such a failure is not for its account under the law, the Contract or according to common opinion.
- 18.2 If the Supplier demonstrates that compliance with the Contract has been delayed arising from or consequent to force majeure, the period for compliance shall be extended by the duration of this delay. The Supplier can only rely on force majeure if the Supplier informs NDC|VBK of such reliance in writing as quickly as possible and in any case within the agreed period for delivery, while submitting the necessary proof.
- 18.3 If the Supplier is unable to comply or falls short in complying with its obligations under the Contract for a period of more than ten working days as a

consequence of force majeure, NDC|VBK will be entitled to cancel the Contract by means of a registered letter with immediate effect without applying to a court of law, without any requirement for NDC|VBK to pay compensation.

- 18.4 The following are never understood as force majeure: lack of personnel, strikes, personnel sickness, late delivery of or unsuitable Materials, failure by third parties engaged by the Supplier and/or liquidity or solvency problems affecting the Supplier.
- 18.5 If the Supplier has already complied with the Contract in part before the force majeure situation arose, NDC|VBK can choose either to pay the agreed prices and rates pro rata or not to pay them at all, and to return the Goods already received and the results of Services, without being liable to pay any compensation to the Supplier.

#### Article 19 Assignment of rights and obligations to third parties or subcontractors

- 19.1 The Supplier is not entitled to assign any part of its rights and obligations under the Contract in whole or in part to a third party without the express written permission of NDC|VBK. Conditions may be attached to such permission.
- 19.2 If the Supplier wishes to make use of the Services of third parties during the implementation of the Contract, whether by subcontracting or by hiring temporary personnel, then the Supplier shall only be authorised to do so following written permission obtained from NDC|VBK, which permission shall not be unreasonably withheld. When granting permission as envisaged in this paragraph, NDC|VBK is entitled to attach conditions to the permission or to place limits on it in time. Permission given by NDC|VBK shall be without prejudice to the Supplier's responsibility and liability for compliance with obligations incumbent on it under the Contract and with obligations incumbent on it as an employer under taxation and social security legislation.

#### Article 20 Export

- 20.1 The Supplier shall indemnify NDC|VBK against all claims of third parties relating to any breaches of the applicable export regulations for which Supplier can be held liable. If export regulations apply to the export of Goods and/or results of Services, which NDC|VBK is required to observe, the Supplier shall inform NDC|VBK of the same in full and in a timely manner.

#### Article 21 Cancellation/termination

- 21.1 In the event that the Supplier does not comply fully with any of its obligations under the Contract, the Supplier shall be in default ipso jure and NDC|VBK shall be entitled unilaterally to cancel the Contract in whole or in part, without further notice of default and without recourse to the courts, by means of written notification to the Supplier and/or by suspending its payment obligations and/or by transferring the performance of the Contract in whole or in part to third parties, without NDC|VBK being liable to pay any compensation, and without prejudice to all other rights which accrue to NDC|VBK, including the right to full compensation. All claims that NDC|VBK may have or obtain against the Supplier as a result shall fall due immediately and in full.
- 21.2 In the event that the Supplier becomes bankrupt, insolvent, suspends payments, ceases its business operations, is liquidated or taken over or any comparable situation arises or if the Supplier suspends its business or if a significant part of its assets are seized or if it is necessary to consider that the Supplier is no longer able to comply with its obligations under the Contract, the Supplier shall be in default ipso jure and NDC|VBK shall be entitled unilaterally to cancel the Contract in whole or in part, without further notice of default and without recourse to the courts, by means of written notification to the Supplier, without NDC|VBK being liable to pay any compensation, and without prejudice to all other rights which accrue to NDC|VBK, including NDC|VBK's right to full compensation.
- 21.3 NDC|VBK is entitled to terminate a Contract unilaterally, by giving notice, before the Supplier has started to implement the Contract. The direct expenses that the Supplier has already incurred in the framework of this Contract, which the Supplier can substantiate, will be reimbursed in reasonableness at the time. NDC|VBK is not obliged to make any other payments to the Supplier.
- 21.4 Subject to all other provisions, NDC|VBK can give notice and terminate the Contract prematurely if NDC|VBK cannot reasonably be expected to continue this Contract any longer. The circumstances envisaged above are inter alia deemed to arise if the Supplier is prevented from performing the Services as a consequence of illness, an accident or any other unforeseeable circumstance, thus placing at risk the continuity of the Services in the view of NDC|VBK. In this case NDC|VBK shall not owe any compensation for damages.

- 21.5 If NDC|VBK cancels the Contract, and the Supplier does not take back the Goods within a reasonable period after being requested to take back the Goods, then NDC|VBK shall be authorised to store, destroy and/or remove the Goods at the expense and risk of the Supplier.

- 1.6 All materials and information belonging to NDC|VBK still present with the Supplier, including copies thereof, shall be returned to NDC|VBK immediately after the termination of the Contract without delay at the expense and risk of the Supplier.

#### Article 22 Governing law and choice of jurisdiction

- 22.1 The Contract between NDC|VBK and the Supplier shall be governed by Dutch law.
- 22.2 Any disputes that might arise between the Supplier and NDC|VBK in connection with a Contract shall be resolved by the competent court with jurisdiction over NDC|VBK's registered place of business, unless the parties agree to settle the dispute by means of arbitration or binding advice.
- 22.3 In the event that the parties have agreed to arbitration, the dispute shall be settled in accordance with the Arbitration Regulations of the Netherlands Arbitration Institute (NAI). The place of arbitration shall be located at NDC|VBK's registered place of business and the board of arbitration shall consist of three arbitrators.
- 22.4 A dispute shall exist when either of the parties states that such is the case.

#### Article 23 Nullity and voidability; amendments to these general terms and conditions made by NDC|VBK

- 23.1 In the event of nullity or annulment of any provision of these general terms and conditions, the other provisions hereof shall remain in full force and effect and NDC|VBK and the Supplier shall consult together in order to agree on new provisions to replace the provisions that are null or, as the case may be, annulled, duly observing as much as possible the object and purport of the provision that is null or annulled.

#### Article 24 Filing of the General Terms and Conditions of Purchase

- 24.1 These terms and conditions were filed with the Chamber of Commerce on 27 February 2008.

#### SPECIAL PROVISIONS

Special Provisions concerning the Purchase of Information and Communications Technology (ICT)

The provisions set forth in this section as regards "Special Provisions concerning the Purchase of Information and Communications Technology (ICT)" shall apply alongside the General Provisions from these general terms and conditions if NDC|VBK purchases Goods and/or Services in the area of information and communications technology. In the event of inconsistency between these Special Provisions and the General Provisions in these general terms and conditions, the Special Provisions in the general terms and conditions shall prevail.

#### Article 25 Definitions

For the purposes of these general terms and conditions concerning the Purchase of Information and Communications Technology (ICT) the following words shall bear the meanings assigned to them:

- "Acceptance": the acceptance by NDC|VBK in writing to the effect that the Equipment and Software comply with the specifications agreed between the parties, both separately and in conjunction with each other.
- "Acceptance Test": the test, or testing procedure, by which it can be determined and demonstrated that the Equipment and Software comply with the agreed specifications, both separately and in conjunction with each other.
- "Equipment": the equipment, including the associated documentation and materials on which or in conjunction with which the Software has to function and which the Supplier is to implement.
- "Customised Software": the software which the Supplier is to develop and adapt on behalf of NDC|VBK, including modifications and/or additions to the Standard Software, including the associated documentation, materials, object codes and source codes, as described in the Contract.
- "Standard Software": software and computer programs, along with associated documentation and materials, as described in the Contract, which have not specifically been developed for NDC|VBK by the Supplier.
- "Software": the entirety of the Standard and Customised Software, along with corresponding new and/or enhanced versions, documentation and materials.

#### Article 26 Standard Software

- 26.1 The Standard Software shall comply with the specifications laid down in the Contract. The Supplier shall implement the Standard Software if agreed.

26.2 In the event of supply of Standard Software or development of Customised Software on top of already existing Standard Software, the Supplier, if procuring the Standard Software from a third party, shall contract directly with such third party and provide for any licences required for the use of the Standard Software.

26.3 Before the Contract for use of the Standard Software by NDC|VBK is concluded, the Supplier undertakes in all cases to provide information about deviations in the functioning of the Standard Software in relation to the NDC|VBK-required specifications, insofar as these are known or should have been known to the Supplier.

26.4 The Supplier grants NDC|VBK the non-exclusive right to use the Standard Software as described in the Contract for an undetermined time. Any licence terms of third parties as well as the scope of the right of use shall also be included in the Contract. The Supplier shall hereby sell NDC|VBK the information carriers on which the Standard Software has been recorded.

26.5 NDC|VBK is entitled to make back-up copies of the Standard Software and associated documentation, among other things in order to prevent data loss. In addition, NDC|VBK shall be entitled to correct any errors or have these corrected.

26.6 NDC|VBK is entitled, if the Equipment does not function at all or in part due to malfunctions to make use of the Standard Software on replacement equipment without additional costs or charges, regardless of where this equipment has been set up. NDC|VBK is entitled to install and test Standard Software on replacement equipment in advance in order to prepare a means to continue operations in the event of major malfunctions.

#### Article 27 Customised Software

27.1 NDC|VBK and the Supplier shall specify in writing what Customised Software is to be developed and in what manner this will be done. The Customised Software shall comply with the specifications laid down in the Contract. The Supplier shall draw up a detailed presentation of the technical specifications of the Customised Software, based on the required functional specifications as laid down in the Contract, as well as implementing the Customised Software.

27.2 A plan of approach shall be adopted for the development and implementation of the Customised Software, whether or not on the Supplier's proposal. In this plan of approach, the parties shall, as a minimum, make agreements on the delivery date, the implementation date, any development and/or implementation stages, and on interim system and acceptance tests.

27.3 The Supplier shall transfer the title to the information carriers with the source and object codes to NDC|VBK as well as the documentation and other materials associated with the developed Customised Software at the time of delivery or handover and before the implementation of the Acceptance test.

#### Article 28 Equipment

28.1 The Supplier sells the Equipment described in the Contract to NDC|VBK. Furthermore, the Supplier shall provide the Services relating to the sale of Equipment and described in the Contract, including the delivery and installation of the Equipment.

28.2 The Equipment to be delivered must be accompanied by a packing list, with the number of the order or Contract, identification of the Equipment, as well as a description of the delivery.

28.3 The equipment to be delivered must be packaged properly and in accordance with the instructions contained in the Contract.

28.4 Equipment delivered by the Supplier must consist of components of the highest quality, unless another (lower) quality has been explicitly agreed upon. Along with soundness of the Equipment, this also requires the components of the Equipment to function in accordance with the agreed specifications.

28.5 The Supplier undertakes that for a period of at least six years after delivery of the Equipment or during a period of at least six years after the last production date of the Equipment, whichever date is later, it will replace, within a reasonable period of time, (parts of) the Equipment with parts of at least equal value in the event of a malfunction in (parts of) the Equipment. This obligation to replace (parts of) the Equipment does not affect the contents of the obligations that arise from any Contract that is concluded to maintain the purchased Equipment.

28.6 The Supplier shall – at NDC|VBK's request – give information as quickly as possible concerning the nature of the malfunction and the durability tests carried out during the design, development and production of the Equipment.

#### Article 29 Performance of Activities

29.1 If for the performance of its activities the Supplier deems it necessary to access the NDC|VBK network with its own equipment, it must mention this in its offer.

29.2 The Supplier will not be allowed to access the

NDC|VBK network using equipment of its own (whether by means of telecommunication or not) unless NDC|VBK has granted its permission for this in the Contract.

29.3 The equipment that the Supplier uses to access the NDC|VBK network must meet, as a minimum, the same technical security requirements as NDC|VBK's equipment meets, and shall not contain any viruses or other malicious or harmful software.

#### Article 30 Documentation

30.1 The Supplier shall provide such documentation associated with the Equipment or Software, including user's manuals and functional, management and technical documentation, that it is easy for NDC|VBK to use and maintain the Equipment or Software, or have it maintained.

30.2 The Supplier shall ensure that the documentation it provides is replaced, modified or adapted as quickly as possible and at its own expense on demand by NDC|VBK if at any time during the period of the Contract and/or valid guarantee period it turns out that the documentation contains incorrect information or is incomplete, inadequate, unclear or out of date in some other sense.

30.3 Unless it has been agreed otherwise in the Contract, the documentation associated with the Software or Equipment shall always be drawn up in the Dutch language.

#### Article 31 Acceptance

31.1 NDC|VBK and the Supplier shall determine the procedures concerning the method and implementation of the Acceptance Test(s) in consultation with each other.

31.2 Each complete or partial delivery of Software and/or Equipment shall be subject to an Acceptance Test as described in the Contract.

31.3 If the Software and/or Equipment is accepted by parts, a full Acceptance Test shall be performed after the last Acceptance Test has been implemented in order to test the Software and/or Equipment in conjunction with each other.

31.4 If the Software and/or Equipment is approved in conformity with the Acceptance Test, the date of signing the official inspection report shall be the date of Acceptance. Approval of each full or partial delivery of Software and/or Equipment does not affect the possibility of rejecting the entirety based on the full Acceptance Test.

31.5 If one or more Acceptance Tests reveal shortcomings, the Supplier will be required to correct such shortcomings as soon as possible and to offer the entirety for Acceptance again.

31.6 During any of the Acceptance Tests, NDC|VBK shall be reasonably entitled to make operational use of what is made available by the Supplier if this is necessary for NDC|VBK to carry on its business.

#### Article 32 Warranties

32.1 The Supplier guarantees for the duration of the Contract as also for a period to be agreed in the Contract, counting from the date of Acceptance, that the Software and Equipment will function in conformity with the agreed specifications, features and performance requirements contained in the Contract, are free from defects, and that the Contract includes a correct and complete representation and description of the Software and Equipment. If no period is agreed on, a period of one year shall apply.

32.2 The Supplier warrants that the Software and Equipment are efficient and sound and function coherently. The Supplier also warrants that the Software has been documented in such a way that an expert third party can carry out maintenance on it independently, provided the source codes are available. In this respect, Supplier warrants that the source codes are of such quality that, using these source codes, the object code supplied by the Supplier to NDC|VBK can be generated in the usual manner.

32.3 The Supplier furthermore warrants that the Software and Equipment possess the agreed features for the purpose for which NDC|VBK has acquired the Software and Equipment, and that they comply with any applicable laws and regulations.

32.4 The Supplier warrants that it is prepared and in a position to act as the principal contractor. The Supplier warrants that it has the required expertise to perform the Contract for NDC|VBK.

#### Article 33 Maintenance

33.1 The Supplier shall carry out preventive, corrective, adaptive, modifying and/or renewal maintenance on the Software and/or Equipment, as well as giving telephone support, at NDC's request and in accordance with the agreements made to that end.

33.2 The Supplier undertakes to inform NDC|VBK at once of any known defects that appear in the Software or Equipment during the agreed maintenance period, as also concerning the circumstances and the manner in which these occur and can be remedied.

33.3 Within the framework of preventive maintenance,

the Supplier shall take all appropriate precautions and measures to ensure that the Software and Equipment function according to the specifications. Within the framework of renewal maintenance, the Supplier shall adapt the Software to new statutory regulations and to improvements in or additions to functionality as well as to new technological developments and insights. The making of functional changes requires the prior permission of NDC|VBK at any time.

33.4 Defects in the Software and Equipment are divided into various priority groups in the framework of corrective maintenance. If a defect occurs, the Supplier shall commence the corrective maintenance within the agreed period and, if this has been agreed, shall remedy such defect within the agreed period. If no period has been set in the Contract, the Supplier must commence corrective maintenance within four hours after NDC|VBK reporting a defect, and the Supplier must do everything possible to remedy the defect as soon as possible.

33.5 The Supplier shall set up procedures in consultation with NDC, which shall be the basis for performing daily system maintenance and may include agreed service levels.

#### Article 34 Projects

34.1 Orders for Services which are to be implemented on a project basis because of their nature are considered not to have been confirmed until NDC|VBK has approved the planning and approach for the project, and all this has been laid down in a Contract.

34.2 Invoices, reports and other information that the Supplier provides to NDC|VBK concerning the project shall always bear a reference number to be made available by NDC|VBK.

#### Article 35 Escrow

35.1 The Supplier shall give NDC|VBK the opportunity to participate in an escrow scheme before the date that the Contract is concluded.

35.2 On the basis of the escrow scheme a copy of the source codes of the most recent version of all the Standard Software delivered by the Supplier, as also all associated developmental and technical documentation shall be lodged with a depositary.

35.3 The depositary shall make the items that have been lodged with it available to NDC|VBK under the conditions of the agreed escrow scheme in the event that, inter alia, the Supplier terminates its activities as regards the Standard Software, is declared bankrupt or is not in a position to fulfil its obligations as regards the Standard Software in some other way.

#### Article 36 Intellectual and industrial property rights

36.1 Without prejudice to the authorisations accruing to NDC|VBK, the intellectual and industrial property rights regarding the Standard Software rest with the Supplier, or with another supplier if the Supplier procures the Standard Software from a third party.

36.2 All intellectual and industrial property rights regarding the Customised Software rest with NDC|VBK. These rights are assigned by the Supplier to NDC|VBK on the basis of this Contract, which assignment NDC|VBK accepts now for then as soon as those rights have arisen. Insofar as further formalities are required for the assignment of such rights, the Supplier shall give its unconditional cooperation to the assignment of such rights to NDC|VBK at NDC|VBK's first request, and sign any and all deeds and documents that may be required to that end.

36.3 The Supplier shall indemnify NDC|VBK against claims by third parties concerning any infringement of intellectual and industrial property rights belonging to third parties regarding the supplied Software and Equipment, and against all corresponding loss and cost.

36.4 In the event that legal action is instituted for infringement or alleged infringement as referred to in paragraph 3 of this Article, the Supplier shall defend itself against this action, without prejudice to NDC|VBK's right to defend itself in law against any such action if it thinks fit to do so. Any costs reasonably incurred by NDC|VBK in setting up such defence, including both extrajudicial and judicial costs, shall be borne by the Supplier. The Supplier shall fully inform NDC|VBK in writing of the nature and contents of the action.

36.5 In the event of an infringement or alleged infringement as referred to in the previous paragraph, the Supplier shall replace or modify the Software and/or Equipment as quickly as possible, and at his own expense and risk, such that the infringement is removed and the functional and technical features of the Software are not affected, or shall continue to make efforts to obtain the required rights. The parties may also agree on some other solution.

#### Article 37 Disputes

37.1 Any disputes that might arise between the Supplier and NDC|VBK in connection with a Contract, or

the execution or termination of a Contract, shall be resolved in accordance with the arbitration rules of the Foundation for the Settlement of Disputes in the Automation Sector (Stichting Geschillenoplossing Automatisering) in Rijswijk.

37.2 The foregoing does not affect the right of either party to apply to the Subdistrict Sector of the District Court in the district where NDC|VBK has its registered office.