

GENERAL CONDITIONS

These conditions have been established by Code Product Solutions B.V. and Code Product Solutions Eindhoven B.V. and filed with the Chamber of Commerce under number 14095157 and number 57602166.

1 Definitions

These terms and conditions use the following terms and definitions:

- 1.1 Contractor, us, or any conjugation thereof: Code Product Solutions B.V. and / or Code Product Solutions Eindhoven B.V.
- 1.2 Client, he or conjugation thereof: the person, the natural person, partnership, company or legal entity who/that gives the Contractor written or verbal instructions for the realisation of the Product.
- 1.3 Contract: the contract by which the Contractor undertakes to perform the assigned activities for the Client, pursuant to the provisions in these Terms and Conditions, and by which the Client undertakes to deliver the agreed consideration. Every assignment is an obligation of the Contractor.
- 1.4 Product: the result of the assigned activities as indicated in the sales quote.

2 General

- 2.1 These conditions apply to all sales quotes, agreements and Contracts and the resulting delivery of products and services of any nature whatsoever between the Contractor and the Client. By mutual agreement, the conditions may be amended or supplemented in writing beforehand. It is expressly agreed that these terms and conditions between the Contractor and the Client exclude the applicability of any terms or conditions of any nature whatsoever of the Client, even if priority is stipulated in those terms or conditions.

3 Price and Payment

- 3.1 If a 'fixed price' has been established in the sales quote, then this price shall be the agreed price. If no 'fixed price' is established in the sales quote, then the Client and the Contractor agree that the amount to be paid will be determined based on actual costs on the basis of the rates and methods of the Contractor. If in this case a 'target price' is established in the sales quote, then the stated amount is nothing more than a non-binding estimate of the costs. In the latter case, the Contractor shall be entitled, if the date of the sales quote and the date on which the activities will end is one year apart, to index the yet unbilled portion of the Contract price per 1 January, in accordance with the annual adjustment rates applicable to the Contractor.
- 3.2 Even if a fixed price has been agreed on, costs which could not be provided for when the agreement was concluded, can be charged separately to the Client.
- 3.3 If the period in which the Contract must be completed exceeds more than three months, due to circumstances that cannot be attributed to the Client, the price will be determined based on actual costs, in which the originally agreed on price will be a guideline.
- 3.4 For a Contract of 10.000, - Euro or more, with an expected maturity of three months or longer, the Contractor can set a limited amount on request of the Client. This automatically releases the Contractor from the obligation to continue the work insofar the performance of the Contract would cost more than the agreed on limited amount.
- 3.5 If no 'fixed price' is included in the sales quote, and the Contract involves an amount exceeding 10.000, - Euro, then the Contractor shall, on request by the Client, specify the relevant account.

- 3.6 Unless otherwise stated, all amounts stated by the Contractor in sales quotes and Contract will exclude VAT.
- 3.7 The Contractor reserves the right to send interim invoices. The Client must pay these invoices in accordance with the fixed payment terms determined in Article 3.8. The Contractor may require payment in advance at any time.
- 3.8 The Client is obliged to pay the invoices in Euros within thirty days after the invoice date, and to pay both the statutory rate plus two percentage and the costs of collection, including the extrajudicial collection costs of 15% of the principal amount owed to the Contractor, if the Client exceeds this payment term.
- 3.9 If the Client fails to make any payment to the Contractor, the Contractor shall be entitled to suspend the further execution of the current Contract, or cancel it if it has not yet been not executed, notwithstanding the Contractor's right to compensation. All intellectual property rights will then belong to the Contractor.
- 3.10 The Contractor retains the ownership of the Product until the amount(s) owed to the Contractor have been completely paid.

4 Performance and results

- 4.1 The Contractor will endeavour to perform the Contract within the period estimated in the sales quote, in consultation with the Client. If the term is likely to be exceeded, the Contractor is obliged to consult with the Client at the earliest possible opportunity. The Contractor shall not be in default by the mere expiry of the term without notice.
- 4.2 By accepting the Contract, the Contractor only undertakes to perform all work required to achieve a useful result for the Client.
- 4.3 The Client is responsible for the correctness, completeness and reliability of the information and data provided by or on behalf of the Contractor. The Contractor is only obliged to (further) performance of the Contract, if the Client has provided all requested data and information. If information required for the performance of the Contract has not, or not timely or not in accordance with the agreements, been made available to the Contractor, or if the Client does not otherwise fulfil its obligations, the Contractor shall also be entitled to charge the costs incurred at its usual rates. The period referred to in article 4.1 will automatically be extended if any delays occur due to this situation.
- 4.4 The Contractor shall notify the Client of manifestly apparent shortcomings in the performance of the Contract and of any other peculiarities apparent in the performance of the Contract, which in the opinion of the Contractor are of interest to the Client.
- 4.5 If a Contract is awarded to the Contractor, the Client expressly authorises the Contractor, if and insofar the Contractor deems it necessary or desirable for the performance of the Contract, to engage other parties to perform activities for the account of the Client.

5 Contract Extras

- 5.1 In case of delay or extension of the work performed for or in connection with the Contract, all additional costs will be charged to the Client, if the cause of the delay or extension cannot be attributed to the Contractor.
- 5.2 If parties agree in writing that extra work needs be carried out, the extra work will be performed at the usual rates of the Contractor and the same terms as originally - compliance with the new delivery deadline - agreed will apply, unless the parties expressly agree otherwise in writing.
- 5.3 Both the Contractor and the Client shall not be liable for any default or delay in the performance of their obligations, if such failure or delay is caused by fire, strike, riot, war, act of God, government orders or regulations, or any other event beyond the reasonable control of such party.

6 Warranty, complaints and claims

- 6.1 To the extent not agreed on in writing, the Contractor warrants that all work will be performed to their best of their knowledge and ability and with due care. This warranty does not obligate the Contractor to more than repayment of the amounts charged to the Client for the performance of the Contract.
- 6.2 Claims and complaints, including any dissatisfaction with the quality of the supplied goods, performed work or services, are only valid if they are made by written notice to the Contractor within twenty-one days after receipt of the goods or performance of the work and services, unless the Client proves that he could impossibly meet this obligation within the set period.
- 6.3 All claims must in any event be reported to the Contractor by registered letter within 8 days after a defect occurs. In the absence of timely complaint, any claim against the Contractor expires.
- 6.4 The handling of complaints or claims do not affect the payment obligations.
- 6.5 The Client must inform the Contractor in writing of any alleged inaccuracies in the Contractor's invoices within 5 working days of the invoice date, failing which the Client shall be deemed to have approved the invoice.

7 Liability

- 7.1 Beyond the provisions of this article, the Client has no claims on the Contractor resulting from defects in or related to Product, advice, goods, works or services provided by the Contractor. The Contractor is not liable for direct and / or indirect damage, including personal injury and property damage, emotional damage, consequential loss (business and / or stagnation damage) and any other damages, resulting from any cause, except in cases of gross negligence or intent of the Contractor. In all cases where the Contractor is obliged to pay compensation, the Contractor is only liable for a maximum of the amount of the price that the Client owes under Article 3.1, with a maximum of three times the offered amount, but in any case limited to an amount of € 50.000,-.
- 7.2 For damage suffered by the Client caused by the application or use of the Product, the Contractor and / or third parties hired by the Contractor in the performance of the Contract, are not liable, unless there is intent or gross negligence on the part of the Contractor and / or third parties hired by the Contractor in the performance of the Contract.
- 7.3 The Client indemnifies the Contractor and / or third parties hired by the Contractor in the performance of the Contract, of all claims of third parties arising from damages suffered by these parties arising from the application or use of the Product by the Client, or by any other to whom the Client has provided the Product, unless there is intent or gross negligence on the part of the Contractor and / or on the part third parties hired by the Contractor in the performance of the Contract.
- 7.4 If third parties hired by the Contractor in the performance of the Contract enter the location of the Client and / or the location of third parties, then the Contractor and / or third parties hired by the Contractor in the performance of the Contract will not be bound by permits notified in gate notices and the like, which completely or partially limit the liability of the Client arising from the Contract.
- 7.5 The Client will indemnify the Contractor and the employees of the Contractor from third-party claims resulting from damages suffered acts or omissions of the Client, the inaccuracy or incompleteness of the information provided by or on behalf of the Client, and / or unsafe situations in his company or organisation.
- 7.6 The Contractor assumes no liability for damages arising from infringement on rights of third parties by the application of the results.
- 7.7 The Contractor assumes no liability for damages resulting from defects in goods / information / data supplied to the Contractor to be used in the performance of the Contract.

- 7.8 The Contractor cannot be held responsible for errors or defects in the Product, if the Client has conducted an inspection and has approved the Product, unless there is intent or gross negligence on the part of the Contractor and / or on the part of third parties hired by the Contractor in the performance of the Contract.
- 7.9 The Contractor will protect the materials and information provided by the Client against damages to the best of its ability, but takes no responsibility direct or indirect damages by whatever cause.
- 7.10 The other party cannot claim any compensation in case of force majeure. Force majeure includes any circumstance due to which the Client cannot reasonably claim normal performance of the Contract by the Contractor.

8 Safety

- 8.1 If employees of the Contractor or third parties engaged by the Contractor perform work completely or partially on locations appointed by the Client, then the Client will ensure that all safety instructions will be timely and clearly disclosed to the relevant employees. Employees of the Contractor and third parties engaged by the Contractor shall be obliged to comply with these rules.
- 8.2 If the rules set by the Contractor with respect to personal safety are more stringent than those set by the Client, or if the employees of the Contractor or third parties engaged by the Contractor are of the opinion that additional safety standards should be respected, then they are authorised to observe these additional safety standards.
- 8.3 If the state of the location is such that the work cannot be performed safely, in the opinion of the employee or engaged third party, and the Client is not able or willing to take sufficient precautions, then the Contractor is entitled to partially or completely suspend or cancel the work, without the Client having any right to compensation from the Contractor.

9 Confidentiality

- 9.1 If it has been expressly agreed in writing when awarding the Contract, the Contractor undertakes to maintain the name of the Client and the fact that the Contract has been performed confidential for a period of two years after the date of the final invoice of the Contract.
- 9.2 Unless it has been agreed otherwise when awarding the Contract, the Contractor is held to confidentiality for up to two years after the date of the final invoice for the Contract, as awarded by the Client to the Contractor, except for calculation methods, software and experimental methods whose development was not directly intended when awarding the Contract. For inspections, analyses, measurements or literature research, the confidentiality does not extend further than to the results of the inspections, analyses, measurements or literature inspection.
- 9.3 The Contractor is held to a confidentiality obligation for any information of the Client which becomes known to the Contractor, and which is explicitly indicated as confidential by the Client. This confidentiality obligation shall not apply:
 - a. to data already in the possession of the Contractor at the time the data are communicated to the Contractor;
 - b. to data which are or will become public knowledge, without this being the result of any acts or omissions of the Contractor;
 - c. to data lawfully obtained from a third party, or from the own investigation of the Contractor, without using the confidential data in any way.
- 9.4 If misunderstanding arises as a result of the disclosure of the Product by the Client, then this will relieve the Contractor from the obligation to maintain confidentiality to the extent reasonably required to provide an explanation of the results to third parties.
- 9.5 Before engaging third parties in the performance of the Contract, written permission of the Client is required if and insofar there is a foreseeable risk relating to confidentiality.

10 Terms of use

- 10.1 The Contractor obtains the full right to use the Product in compliance with the provisions in Article 9 of these General Conditions. This right of the Contractor is exclusive for the period in which the Contractor is obliged to maintain confidentiality in accordance with Article 9.1.
- 10.2 After the period in which the Contractor is obliged to maintain confidentiality in accordance with Article 9.1, the Contractor has the right to use the Product for the benefits of third parties, as set out in Article 10.1.
- 10.3 The Contractor has the right to use the following itself and / or for or by third parties during the confidentiality period:
 - a. the knowledge and experience present at the Contractor when accepting the Contract;
 - b. knowledge and experience obtained in the performance of the Contract outside the area of the Contract;
 - c. calculation methods, software, and experimental methods, derived from the performance of the Contract, provided that the development was not intended when awarding the Contract.
- 10.4 Without the prior written consent of the Contractor, the Client is not permitted to completely or partially publish reports issued by the Contractor regarding the Product, or to disclose these reports to third parties, or use these reports for claims by or on the Contractor. If the Contractor gives permission to leave or state its name in the reports, unless otherwise agreed in writing, the Client is obliged to use the results of the work in such a way that it does not diminish or violate those results.
- 10.5 Bearing in mind the provisions of Article 9.1 and 9.2, the Contractor may use the Product for their own publicity or promotion, including mentioning the name of the Client, except if it has been agreed otherwise between the Contractor and the Client.

11 Intellectual Property Rights

- 11.1. After payment by the Client of the last invoice relating to the Contract, the Client obtains Intellectual Property Rights vested in the Product. If the Product leads to patentable results, the Client is entitled to register this patent in its name and for its own account.
- 11.2 Both Parties agree that all Intellectual Property Rights arising in connection with the Contract which are not defined as the Product remain with the Contractor. If the aforementioned activities which are not defined as the Product result in a patentable result, the Contractor is entitled to register the patent in its name and for its own account, without prejudice to the obligation of confidentiality as referred to in Article 9.1 of these terms and conditions.
- 11.3 If a Contract needs to be executed based on a design or other instructions from the Client, the Client guarantees that this does not infringes on intellectual or industrial property rights or other rights of third parties.
- 11.4 The Client shall indemnify the Contractor against all claims by third parties for infringement of their intellectual property rights, whether or not for compensation.

12 Hiring of personnel

- 12.1 The Client will not employ staff of the Contractor for a period of at least two years after the termination of the activities of the Contractor under the Contract without the prior written consent of the Contractor.

13 Settlement

- 13.1 The Contractor, which also means all companies affiliated with the Contractor, has the right to settle any amounts owed by the Contractor or companies affiliated with the Contractor, with any amounts owed by the Client or companies affiliated with the Client.

14 Dissolution / End of Assignment

- 14.1 The Contractor shall be entitled to terminate the Contract by means of a written statement and without notice, if:
- a. the Client has not, or timely, met one or more of its contractual obligations, the Client is declared bankrupt, requests (provisional) moratorium, his company is liquidated, the legal debt settlement (WSNP) is declared applicable to him, offers an agreement or is declared otherwise insolvable;
 - assets, or part of the assets, of the Client are seized;
 - substantial changes in the ownership or management relationships occur at the Client;
- 14.2 In the event of termination of the Contract by the Contractor, the Contractor shall never be liable for damages. The Client shall indemnify the Contractor against claims by third parties arising from or in connection with the dissolution and is obliged to indemnify the Contractor for this.
- 14.3 In the event of termination of the Contract, the Client is obliged to pay, without prejudice to the Contractor's right to claim full compensation, all costs already incurred by the Contractor.

15 Severability

- 15.1 These terms and conditions are deemed to be severable and the remainder of these conditions will remain in full force if any part of it might be invalid or otherwise deemed void for whatever reason. The invalid part of these terms and conditions shall be replaced by conditions with the same purpose and effect as the invalid part.

16 Applicable law, competent judge

- 16.1 These General Conditions are governed by Dutch law. Parties will only bring disputes arising from these general terms and conditions before the competent Court in Limburg, notwithstanding the right to appeal to the judgement of this court.

17 Authentic Version

- 17.1 These terms and conditions are effective as of November 1, 2014. Only the Dutch language version of these conditions is authentic.