

These terms and conditions apply to all our products, deliveries and services.

- 1 Definitions ..... 2
- 2 Applicability of these conditions ..... 3
- 3 Offer and agreement..... 3
- 4 Delivery of data by the customer ..... 3
- 5 Duration and termination ..... 3
- 6 Delivery conditions ..... 4
- 7 Working method in case of non (timely) compliance with an obligation ..... 4
- 8 Acceptance of an agreed result..... 5
- 9 Rights of Intellectual and Industrial Property ..... 5
- 10 Service and Support conditions..... 5
- 11 Force majeure..... 5
- 12 Payment conditions..... 6
- 13 Dissolution / Cancellation..... 7
- 14 Transfer of rights and obligations ..... 7
- 15 Confidentiality and Secrecy ..... 7
- 16 Liability ..... 7
- 17 Decommissioning ..... 9
- 18 Change of conditions..... 9
- 19 Complaints..... 10
- 20 Bankruptcy..... 10
- 21 Dispute settlement and applicable law ..... 10

## 1 Definitions

In these general terms and conditions, the following definitions apply:

- 1.01 Products: software, products, services, designs, documentation and other products to be delivered under these general terms and conditions.
- 1.02 \* Software: standard and custom-made software and the related advice, research and implementation activities according to the tariff mentioned in the offer or quotation;
- 1.03 \* Products: physical products as stated in the quotation;
- 1.04 \* Services: advice, consultancy, support, and service according to the rates stated in the offer or quotation;
- 1.05 \* Documentation: manuals, drawings, manuals, maintenance instructions and other documentation and parts mentioned in the quotation as stated in the offer or quotation;
- 1.06 \* Other products: all other additional and supporting products or services as stated in the offer or quotation.
- 1.07 License: open source software is distributed under the GPL 3 License Terms and commercial software comes with a license. The use license only gives the right to use the software in relation to the original developer.
- 1.08 Quotation: the prices valid at the time of order acceptance by 4Products, which apply to products mentioned in our offer or quotation.
- 1.09 Agreement: every mutual acceptance, confirmed in writing or by e-mail, of delivery of one or more products from 4Products.
- 1.10 Intended use: the quantitative and qualitative specifications that underlie the concept of the system during the introduction of the software or the product.

## 2 Applicability of these conditions

2.01 These general terms and conditions govern every legal relationship between the company 4Products acting under the name 4Products established at Heerhugowaard, the Netherlands hereinafter referred to as "4Products", and its contracting parties, hereinafter referred to as "Customer";

2.02 The general terms and conditions apply in the first place to all offers and quotations and agreements of purchase, delivery and service, contracting of work and other agreements, of whatever nature. The parties declare that these terms and conditions also apply to contracts already signed and to be signed. Deviations from these general conditions and / or conditions in offers, catalogues, circulars and such of 4Products, are only valid if confirmed by 4Products in writing. Any conditions of the customer only apply insofar as they are in accordance with these general terms and conditions and are expressly accepted in writing by 4Products;

2.03 A customer is deemed to have taken note of these general terms and conditions of 4Products, unless he expressly stated not to have been able to do so during the assignment of the order.

## 3 Offer and agreement

3.01 All offers and quotations made by 4Products are without obligation, unless otherwise stated by 4Products in writing or by email.

3.02 An offer or quotation made by 4Products has a validity of 14 days after date, unless otherwise stated.

3.03 Returning a signed offer or signed quotation or a signed contract or a signed order, as well as confirming the quotation of offer by email by the customer, counts as an agreement after acceptance by 4Products.

3.04 Additions and changes to the agreement can only be made in writing.

3.05 A composite quotation does not oblige 4Products to perform part of the assignment against a corresponding part of the stated price.

3.06 The content of the agreement consists of what is included in the approved quotation or offer and these conditions. If there is discussion between the parties about the meaning of a provision in the agreement, all correspondence and documents that have been exchanged between the parties can serve to explain that provision.

3.07 Consultation between 4Products and the customer - whether or not as a result of the interim reports of 4Products - and advancing insight may lead to a change of the contract agreement. Any changes to - or additions to - articles in the agreement are only valid if they are known from correspondence.

## 4 Delivery of data by the customer

4.01 Data means data, specifications, drawings, text, images, photographs, etcetera, as far as applicable for the product that has to be developed and / or delivered. If the customer has an agreement with 4Products for the delivery of a service or a product, then the customer must submit data to 4Products within 14 working days at the request of 4Products. In the event of non-observance of the stipulated period, article 6.06 applies.

## 5 Duration and termination

5.01 The agreement can only be cancelled in writing.

5.02 4Products can terminate the agreement with immediate effect if the customer fails to comply with one or more of its obligations towards 4Products, does not comply adequately or in full, or acts in conflict with it.

5.03 In the event that the customer performs an activity that is in violation of national or international laws and regulations, 4Products has the right to terminate the agreement without judicial intervention, without prejudice to the provisions of article 17.

## 6 Delivery conditions

The delivery of products is subject to the following delivery conditions:

6.01 With software, 4Products grants the customer the non-exclusive right to use the software for an indefinite period, unless otherwise agreed in writing.

6.02 The source code of software developed by 4Products remains the property of 4Products. The customer receives a full license for their own use and can make adjustments or have them done at his own discretion and under his own responsibility. The source code is accessible to the customer. There are no restrictions to use the source code in more places of the customer or more computers of the customer, unless otherwise agreed.

6.03 The right to use the software cannot be transferred to third parties without written permission from 4Products. The customer is not permitted to reveal, sell, rent, dispose of or transfer the software in security. The customer will not hand over the software to third parties or use it for third parties.

6.04 4Products will deliver the product or service within the term specified in the offer or quotation. The customer undertakes to give his / her cooperation to this by accepting the offer or quotation. If the customer fails to do so, the total amount will be fully invoiced by the customer after the delivery period has expired.

6.05 If work is carried out by 4Products or by third parties engaged by 4Products in the context of the assignment at the location of the customer or a location designated by the customer, the customer shall provide free of charge the facilities reasonably desired by those employees.

6.06 If there is a threat of exceeding the agreed delivery time, this will be communicated as soon as possible. In the event of force majeure on the part of 4Products, the term will be extended by the period of force majeure. In the event of non-compliance with article 4, the delivery time will be extended by exceeding the term in article 4;

6.07 4Products may use the website of the customer for promotion and / or publicity, unless otherwise agreed.

## 7 Working method in case of non (timely) compliance with an obligation

7.01 If a party does not fulfill an obligation from the agreement (in time), the other party will consult with the contractor about the consequences and the measures to be taken within five (5) working days after failure to comply (or timely) with an obligation in the agreement.

7.02 If consultation between the parties does not lead to a solution acceptable to both parties, the party that requires performance shall request the other party in writing to fulfill its obligation.

7.03 If the request referred to in article 7.02 does not lead to compliance, the party that requires performance shall proceed to send an official notice of default by registered letter with acknowledgment of receipt.

## 8 Acceptance of an agreed result

8.01 If the parties have agreed that 4Products will deliver a specific result to the customer, acceptance of the result must take place in accordance with the agreements made. Acceptance always occurs if the customer has started using the result other than in the context of the acceptance procedure.

8.02 If the completion of the agreed result by 4Products takes place in phases, the customer must accept acceptance per phase.

8.03 After acceptance, the customer becomes responsible and liable for any defects in the result and the products manufactured on the basis of that result.

8.04 The customer indemnifies 4Products against claims from third parties arising from the use or application of the result of the assignment between both parties.

8.05 Acceptance of the agreed result means that 4Products has fully complied with its obligations under the agreement.

## 9 Rights of Intellectual and Industrial Property

9.01 If 4Products is of the opinion that any result of the activities of 4Products can be registered as a trademark or model for the benefit of the customer - or patent can be applied for any result of the work - 4Products will discuss with the customer or register as trademark or model or a patent application must be made.

9.02 If 4Products and the customer have agreed that the rights of intellectual and / or industrial property belong to 4Products and the customer later still wants transfer of an intellectual and / or industrial property right to her and 4Products is in principle willing to transfer an intellectual and / or industrial property rights, the parties will consult on the conditions (including the financial conditions) for transfer and proceed to the transfer if the parties agree on the conditions for transfer. In case of transfer, 4Products will provide the customer with all the cooperation necessary to effect the transfer of the rights.

9.03 The customer indemnifies 4Products against claims from third parties who claim to be able to enforce intellectual property and / or industrial property rights with respect to materials or data provided to 4Products by the customer in the framework of the (execution of the) assignment contract. provided.

## 10 Service and Support conditions

10.01 4Products will make every effort to execute the service with care, if necessary in accordance with the agreements made with the customer in writing.

10.02 If an agreement has been entered into with a view to execution by a specific person, 4Products will always be entitled to replace this person by one or more other persons with the same qualifications.

## 11 Force majeure

11.01 Force majeure in relation to the agreement is understood to mean everything that is understood in law and jurisprudence.

11.02 4Products is not bound by its obligations under the agreement if compliance has become impossible due to force majeure. In that case, the agreement will be renewed or dissolved, in consultation with the customer.

## 12 Payment conditions

12.01 All prices are exclusive of turnover tax (VAT) and other levies imposed by the government.

12.02 All invoices will be paid by the customer within eight days of the invoice date and in accordance with the payment conditions stated in the quotation or order.

12.03 In the event of direct debit, 4Products will inform the customer by means of an invoice at least 8 days before debit, which amount will be debited. If the customer does not agree with the debit, he can instruct his bank office within 5 working days to transfer the amount to his account to refund.

12.04 In case of financial lease, the right to use the software at 4Products remains valid until all payment terms have been paid. In case of overdue payment the full amount is due and payable.

12.05 If the customer does not pay the amounts due within the agreed term, the customer will owe interest of 1.5% per month on the outstanding amount, without any notice of default being required. If the customer continues to fail to pay the claim after written notice of default, the claim will be handed over, in which case the customer will also be obliged to pay extrajudicial collection costs in addition to the total amount owed. As such, the costs of lawyers, bailiffs and collection agencies are also taken into account, which costs are determined in accordance with current or customary rates.

12.06 With maintenance contacts, 4Products reserves the right at all times, subject to the provisions in the then-current price legislation, to change the price applicable between the parties, provided that the customer is informed about this in writing at least ninety (90) days in advance asked.

12.07 The customer pays in Dutch legal tender, without deduction or set-off without suspension due to alleged or actual breach of contract and without the customer being allowed to block his payment obligation by attachment or otherwise.

## 13 Dissolution / Cancellation

13.01 Dissolution of the agreement by the customer is only possible under the following conditions:

13.02 If the customer wants to terminate the agreement in the period between the date of signing the agreement and the commencement of the work, the customer owes 4Products an amount equal to 25% of the agreed total amount.

13.03 If the customer wants to terminate the agreement after the work has commenced, the customer owes an amount equal to 75% of the total amount. The customer receives a message via electronic mail or post, which also serves as proof of commencement of the work.

13.04 After delivery of the product, it is no longer possible to terminate the agreement and refund is not possible. In that case, the customer will owe 4Products the total agreed amount.

13.05 The wish to dissolve must be made known in writing to 4Products.

13.06 4Products is entitled to cancel an agreement before the execution thereof has begun if after sending the order confirmation it appears that the customer is insufficient creditworthy.

13.07 If the customer cancels the order and / or refuses to accept the products, he is obliged to take over the materials and software already purchased by 4Products, whether or not processed or processed at the cost price, including wages and social security charges.

13.08 The customer is furthermore obliged to indemnify 4Products against claims from third parties as a result of the cancellation of the order and / or refusal of the delivered products.

13.09 Without prejudice to the provisions in the previous paragraph of this article, 4Products reserves all rights to claim full compliance with the agreement and / or full compensation.

## 14 Transfer of rights and obligations

14.01 Parties are not entitled to transfer their rights or obligations arising from an agreement to third parties without the prior written consent of the other party.

14.02 All delivered products and services remain the property of 4Products until the costs are fully paid.

## 15 Confidentiality and Secrecy

15.01 4Products will keep confidential information of the customer that is considered confidential by the customer and will only make it available to employees or third parties engaged by 4Products if and insofar as necessary for the execution of the assignment. 4Products will not disclose this confidential information during the term of the agreement and after the end thereof without permission of the customer, to third parties for inspection or use or for the benefit of third parties.

15.02 4Products will keep the information referred to in article 15.01 under its protection, protect it against undesired or unauthorized access and does not copy it.

## 16 Liability

16.01 4Products is not liable for errors or shortcomings if these are the result of errors or shortcomings in information or materials made available to 4Products by the customer.

16.02 4Products is not liable for the consequences of errors caused by actions - or omissions - of the customer.

16.03 4Products is only liable for direct damage to 4Products. Direct damage is understood to mean the reasonable costs necessary to have the defective performance of 4Products comply with the agreement.

16.04 The liability of 4Products for all damage other than the damage referred to in article 16.03, such as indirect damage (including consequential loss, lost profit, damage due to mutilated or lost data and damage due to business interruption) is excluded.

16.05 Except in the case of intent or deliberate recklessness of 4Products, the liability of 4Products for damages under the agreement is limited to the invoice amount that relates to the part of the assignment that has been carried out on the understanding that 4Products should never reimburse more than € 5,000. - and the amount of the compensation is in any case limited at all times to a maximum of the amount that the insurer pays to 4Products, if applicable.

16.06 Liability of 4Products arises in all cases only after immediate, proper, written and detailed notice of default where 4Products a reasonable period to purge the shortcoming is given and 4Products after that term attributable shortage in the fulfillment of its obligation. A condition for the existence of any right to compensation is always that the customer reports the damage in writing to 4Products immediately after it has arisen.

16.07 4Products will never be liable for any damage that arises after acceptance or use of an agreed product, service, advice or other specific result at the customer.

16.08 The customer shall indemnify 4Products against all claims for compensation that third parties may assert with regard to damage that has arisen in any way whatsoever due to unlawful or careless use of the products delivered by 4Products to the customer.

16.09 Given the large number of nodes on the Internet with human intervention, the use of local networks and wireless communication, one has to take into account the fact that the information obtained or sent via the Internet is freely accessible. 4Products cannot be held liable for damage in any form whatsoever caused by sending confidential or secret information. 4Products is not liable for the security or misuse by third parties of the data that is stored.

16.10 The customer is reasonably liable for damage that 4Products may suffer as a result of a shortcoming attributable to the customer in the fulfillment of the obligations arising from the agreement and these conditions.

16.11 Changes to the customer's details must be communicated directly to 4Products to the customer in writing. If the customer does not do this, then the customer is liable for any damage that 4Products suffers as a result.

16.12 4Products is not liable for damage of any kind, because it is based on incorrect and / or incomplete information provided by the customer, unless this inaccuracy or incompleteness should have been known to 4Products.

16.13 4Products is not liable for price changes made by suppliers or third parties. These prices are made without notice by 4Products.

16.14 If the insurer does not pay out in any case or the damage is not covered by the insurance, the liability of 4Products will not exceed 1000,- euros.

16.15 The limitations of liability included in these conditions do not apply if the damage is due to intent or gross negligence of 4Products.

16.16 4Products does not guarantee that the software will operate without interruption or defects. If the software does not comply with the written specifications in accordance with the user manuals and / or the detailed design of the software, 4Products is not liable for any damage to files. However, 4Products is obliged to repair the possibly damaged files. After receiving the notification of any defects or malfunctions, 4Products will repair or solve these to the best of its ability.

16.17 4Products cannot be held liable for variables that can be filled in by the customer in the software. The variable already filled in by 4Products in the software is pro forma, from which no rights can be derived. The customer remains responsible at all times for filling in and / or checking the correct settings and variables.

16.18 4Products cannot be held liable by the customer for own damage, in particular for business or other consequential damage arising from or in connection with the use or non-use of the delivered product.

16.19 4Products may charge the costs of repair in the event of customer usage errors or other causes not attributable to 4Products. Recovery of any lost data is not covered by the maintenance.

16.20 4Products will make it available to the customer upon the availability of improved versions of the software. Three (3) months after making an improved version available, 4Products is no longer obliged to repair any defects in the old version.

16.21 The maintenance of the software does not include activities related to and / or caused by improper or incorrect use, negligence, intent, modifications of user nature, changes in the equipment or program changes that have not been made by 4Products or on behalf of 4Products. These transactions will be charged separately to the customer at the then applicable rates.

16.22 The way maintenance is carried out is determined by 4Products.

16.23 The customer provides 4Products, during normal office hours, all cooperation for the performance of the maintenance, such as used system and inspection of the input and output, which relate to the maintenance.

16.24 4Products is at all times entitled to show that the software it has made available works properly by carrying out a test on or with the aid of equipment or software belonging to or assigned by 4Products, comparable to the situation at the customer.

## 17 Decommissioning

17.01 4Products has the right to (temporarily) decommission delivered products and/or services and / or limit their use if the customer does not fulfil an obligation to 4Products in respect of the agreement or acts in violation of these general terms and conditions. 4Products will notify the customer about this, unless it is reasonably not possible for 4Products. The obligation to pay the amounts due remains also during the decommissioning.

17.02 The commissioning will be resumed if the customer has fulfilled his obligations within a period set by 4Products and, if necessary, has paid an amount fixed for the purpose of its commissioning.

17.03 4Products has the right to temporary decommissioning a products and/or services for maintenance work.

17.04 4Products reserves the right to put services delivered out of service temporarily for any further damage in the broadest sense of the word in all of the reasons for termination of the agreement as stated in article 5 duration and termination.

## 18 Change of conditions

18.01 4Products reserves the right to change or supplement these conditions.

18.02 Changes also apply to agreements already concluded with due observance of a period of 30 days after written notification of the change.

18.03 If the customer does not want to accept a change in these conditions, he can terminate the contract within 3 months on which the new conditions take effect or on the date of receipt of the cancellation if this is after the effective date of the change.

## 19 Complaints

19.01 The customer must submit a complaint in writing regarding observable defects within 8 days of delivery, failing which any claim against 4Products will lapse.

19.02 Complaints regarding invisible defects must be made in writing by means of a registered letter within 8 days after the defect has been detected, could have been detected or should have been established. If this does not happen then any claim with respect to 4Products will lapse.

19.03 If the complaint is well-founded, the supplied products or services will be adjusted, replaced or reimbursed after consultation.

19.04 A complaint does not suspend the customer's obligations.

## 20 Bankruptcy

20.01 Both 4Products and the customer have the right to dissolve the agreement immediately in whole or in part in case of bankruptcy or suspension of payment of the other party.

## 21 Dispute settlement and applicable law

21.01 If, by judicial decision, one or more articles of these terms and conditions are declared invalid, other provisions of these general terms and conditions will remain in full force and 4Products and the customer will consult in order to agree new provisions to replace the void or voided provisions. the object and scope of the invalid or annulled provisions.

21.02 Only Dutch law applies to the agreement(s) with 4Products.