

- Client undertakes to provide on demand with sight of the relevant insurance policies and proof of payment of the premiums, failing which is entitled to pay the premiums itself and recover these costs from the Client, without prejudice to any of its other rights to claim compensation. In this regard the Client is also obliged to inform immediately:
- if an application is submitted to any court – by the Client or any other party – for a liquidation order applicable to the Client, or a (provisional) extension of a moratorium by the Client, or if the Client offers its creditors a scheme for meeting its liabilities;
 - if the delivered goods, equipment and/or Software or any other asset belonging to the Client are attached by garnishment, and if for any reason third parties believe they can exercise claims on the delivered goods, equipment and/or Software, and if third parties take or threaten to take measures as a result of which the delivered goods fall outside (or are at risk of falling outside) the control of the Client;
 - if the Client discontinues its business/enterprise, either wholly or in part, or moves it abroad;
 - if – in the event that the Client is a legal person or company – one or more partners resign from the Client's business, the Client's articles of association and/or standing rules are amended, or the Client decides to dissolve or wind up the business.
 - The Client shall also provide all information and cooperate to the extent deemed necessary by for it to be able to exercise its rights under the Agreement.
- 8.7 In the event of any occurrence described under points (a) to (e) of paragraph 8.6 above, the Client shall take all measures necessary to enforce CAD's rights to the delivered goods, equipment and/or Software at its own expense. In particular, the Client shall inform any third party that believes it can enforce any claim to the goods, equipment and/or Software, or that threatens in any way to impair the Client's and/or CAD's free disposal of the goods, equipment and/or Software, about the Agreement existing between the Client and CAD, and furthermore about CAD's rights (including ownership rights) to the delivered goods, equipment and/or Software.
- 8.8 If the Client fails to fulfil the obligation(s) specified in paragraph 8.7, shall be entitled without prior discussion with the Client and at the expense and risk of the Client to take any measures deemed necessary by to enforce its rights with regard to the delivered goods, equipment and/or Software.
- 8.9 Unless absolutely dictated otherwise by the nature of the goods, the Client is prohibited from altering or processing them, in breach of which it is liable to an immediate and unconditional penalty to of EUR 10,000.00 for each breach and of EUR 2,500.00 for every day of any continued breach, without prejudice to CAD's right to claim damages in full.
- 8.10 If, following CAD's prior permission, the use of products results in new goods, the Client shall act as holder of the goods only on behalf of , until all payments owed in that connection have been settled.
- 9 The products and services of third parties**
- 9.1 If and insofar as supplies or makes available products from third parties to the Client, such products shall be subject to the general terms and conditions of such third party, to the exclusion of the provisions of these General Conditions. The Client accepts such third party's terms and conditions, which shall make available for inspection by the Client and send a copy to the Client on request.
- 9.2 If and insofar as the said third party's terms and conditions are deemed for whatever reason not to apply to the legal relationship between and the Client, or are declared invalid, the provisions of these General Conditions shall apply.
- 9.3 The liability of for products and services of third parties shall not in any case exceed such sums as are recoverable from such third party.
- 10 Software, intellectual and industrial property rights**
- 10.1 The Client is not permitted to transfer, cede to third parties under any title whatever or allow third parties to use Standard and/or Tailor-made software made available and delivered by .
- 10.2 The right to use the Standard software made available and/or delivered by to the Client is non-exclusive and non-transferable. The right of use is limited to the Client's use of the software for its own purposes in connection with the processing unit defined in the Agreement. In the event of a failure, the software may temporarily be used in another processing unit. Any expenses incurred in this connection shall be borne by the Client.
- 10.3 Material in which has a copyright may only be copied for archiving purposes, to replace a copy that is no longer usable, or ascertain a programming fault. 'Copying' these materials onto any media whatever for any purpose other than those indicated above shall not be permitted. In this regard the Client shall be permitted to make a maximum of two copies of the Standard and/or Tailor-made software in order to replace any original software that has become unusable.
- 10.4 All intellectual property rights to Standard and/or Tailor-made software delivered or made available by to the Client are vested exclusively in or its suppliers or licensors, except in the event and to the extent that it is explicitly agreed otherwise in any document signed by and the Client.
- 10.5 is permitted to take and maintain technical measures to protect its intellectual property rights. The source code shall not be made available to the Client.
- 10.6 It is not permitted to alter or remove any designation indicating copyright, trademarks, trade names or other intellectual or industrial property rights from the goods, Software, equipment or materials, or to remove or bypass any security features incorporated in the Software by .
- 10.7 indemnifies the Client against any third-party claim regarding infringement of intellectual property rights in the Netherlands of products made available or delivered by to the Client if these have been developed or created by or on the instructions of . In the case of products created by or on behalf of shall compensate the Client for the assessed costs and Loss. The said obligations of shall apply only if the Client immediately informs in writing about the claim and refrains from putting up any defence or adopting any position on the matter concerned. If products are the subject of such claims or if is of the opinion that this may be the case, can, at its own expense, choose either to acquire for the Client the right to continue making use of the products in question, or to replace or alter the products in such a way that the infringement is terminated, or to withdraw the products in question and credit the Client for the price paid to upon deduction of a linear depreciation of 20% per year.
- 10.8 The said obligations of shall not apply if the claims or infringements are the result of any linkage to or use of products not developed or made available by that are the result of inexpert use on the part of the Client. Nor shall the said obligations apply if the claims or infringements are attributable to work or information made available by the Client to . In such cases the Client shall be bound to under the same terms, by analogy, set out in the first two sentences of article 10.7. Article 16 (liability) of these General Conditions shall remain in full force.
- 11 Installation and/or implementation**
- 11.1 shall limit itself to the installation or implementation of the goods supplied by and/or the goods covered in the Agreement, unless specifically agreed otherwise in writing.
- 11.2 The Client shall at all times provide with all data or information that is useful or necessary for the proper execution of the Agreement and provide full cooperation. In the event that employees of perform activities on the site of the Client, the Client shall provide those employees the facilities reasonably required by them at no cost.
- 11.3 If it is agreed that the Client shall provide Software, materials or data on information carriers, they shall meet the specifications necessary in order to perform the activities.
- 11.4 If does not have the data available needed for the execution of an Agreement, or the data are not available in due time or in accordance with the arrangements, or if the Client fails to fulfil its obligations in any other way, shall be entitled to suspend execution of the Agreement and charge for the expenses thus incurred in line with its normal rates. In this respect it is specifically agreed that time spent waiting shall also be invoiced if is not immediately able to commence work or if it is unable to work uninterruptedly.
- 11.5 A representative of the Client shall be present while employees of are performing activities on the site of the Client. The Client shall warn in advance if products and/or goods are to be used in an environment that could constitute a health or safety risk to employees or third parties engaged by . In such cases can request the Client to carry out the work itself under CAD's supervision and/or decide to suspend the work until the possible risk has passed and/or cancel the instructions without incurring any obligation to pay damages.
- 11.6 Completion of the work to be carried out shall entail actual completion and delivery to the Client. If, through no fault of , a component cannot be supplied at the same time as

completion of the entire work, completion shall nevertheless be possible.

12 Guarantee

- 12.1 With regard to the guarantee issued by the relevant manufacturer on hardware/and or software supplied but not developed, manufactured, installed and/or implemented by CAD accepts no liability nor any other form of (guarantee) obligation. In this connection CAD explicitly refers to the specific guarantee terms issued by the manufacturer in respect of such goods.
- 12.2 No guarantee nor any additional guarantee shall apply to goods supplied and developed, manufactured, installed and/or implemented by CAD other than that specifically stated in the Agreement with CAD.
- 12.3 CAD shall not furnish any guarantee for Tailor-made software it supplies unless specifically agreed otherwise.
- 12.4 CAD excludes other guarantees, in particular ones that cover suitability for commercial use and suitability for certain purposes.
- 12.5 The guarantee clause shall not apply to defects or failures due to external causes such as viruses, short circuits, incorrect mains voltage, an unfit working environment, or – with reference to the terms of article 11.1 – goods not supplied, installed or implemented by CAD, or if circumstances apply that are imputable to the Client, or for normal wear and tear or abnormal usage and/or for used goods and parts that come into direct contact with chemicals. Nor shall the guarantee apply in the event that the Client does not use the goods supplied in the correct manner or uses or maintains them improperly, fails to comply with instructions, or causes failures through its own actions.

13 Training courses

- 13.1 Depending on the timing of postponement of initially agreed and planned training courses by the Client, CAD shall make the following charges: no later than two weeks before the initially agreed commencement date, no charges shall be made; less than two weeks but more than one day before the initially agreed commencement date 50% of the course fee; within one day of the initially agreed commencement date 100% of the course fee.
- 13.2 CAD is entitled to cancel training courses if it has serious reasons to do so, including illness of or postponement by a relatively large number of trainees, or if the trainer is unable to attend. In the event that CAD cancels a training course, CAD shall agree to an alternative date for a training course. If it is unable to do so, it shall reimburse the course fees paid.

14 Confidentiality

- 14.1 CAD and the Client each undertake to preserve the confidentiality of all confidential information about the other party of which they learn in the context of the performance of the work. 'Confidential information' includes such information as is considered confidential by either Party. Both CAD and the Client shall observe the greatest possible care and discretion with regard to confidential information made available or accessible to their employees while performing their activities.
- 14.2 The Client is aware that the Software contains confidential information and company secrets of CAD or its licensor. The Client undertakes not to disclose this information to any third party.
- 14.3 For any breach of the provisions of this Article – regardless of whether the breach can be attributed to the Client and without need for any further notice of default or court proceedings – the Client is immediately liable to pay CAD a penalty of EUR 100,000 for each breach and in addition an amount of EUR 10,000.00 for each day that any such breach continues, without there having to be any form of Loss and without prejudice to CAD's other rights, including the right to claim payment of damages in full.

15 Termination and dissolution of the Agreement

- 15.1 Either party shall only be authorised to dissolve an Agreement where the other party is in serious breach of contract and after sending a written notice of default worded in the greatest possible detail in which a reasonable period of time to amend the failure is granted.
- 15.2 Without notice of default or intervention by the court either party may dissolve an Agreement with immediate effect, either wholly or in part, by giving written notice, if the other party is granted – provisionally or otherwise – a moratorium, if an application is filed for its liquidation or its liquidation is ordered, or if its enterprise is liquidated or terminated other than for the purpose of reconstruction or merger of companies. In no instance shall the party thus terminating the Agreement be liable to pay any damages.

- 15.3 If CAD has already met some of its obligations to the Client at the moment an Agreement is dissolved, such performance and any corresponding payment obligations shall not be the object of the dissolution. The amounts that were already invoiced by CAD before the Agreement is dissolved, the amounts of which relate to what CAD has supplied or carried out in the execution of the agreement, shall remain fully payable and become immediately due at the moment the agreement is dissolved, subject to the terms of the preceding sentence.
- 15.4 If the Client is to blame for the dissolution, it is liable to compensate CAD for such direct and indirect Loss, including costs, arising therefrom.

16 Liability

- 16.1 The meaning and purport of the term 'Loss' is defined in article 1.
- 16.2 The liability of CAD is limited to the situations set out in this article. In no instance shall CAD be liable to the Client or any third party for any Loss, howsoever occurring, except where CAD specifically accepts liability in these General Conditions.
- 16.3 CAD accepts no liability for indirect Loss (including, but not limited to, loss of profits, lost savings, loss caused by business stoppage or consequential loss).
- 16.4 On penalty of forfeiture of the right to any damages, the Client must report any damage to CAD in writing as soon as reasonably possible, or in any case do so within seven days, and provide CAD with all the cooperation it requires to examine the cause, nature and extent of the Loss for which compensation is claimed.
- 16.5 CAD accepts no liability for Loss arising as a result of products and services CAD has had to purchase, or which it has purchased from third parties, beyond its statutory product liability.
- 16.6 Where CAD has accepted any guarantee obligations, its liability shall remain limited to its choice either to replace or repair the goods that prove not to comply with the terms of the guarantee, or to credit the Client's account up to the amount invoiced and actually paid for the goods in question. The replaced goods shall remain the property of CAD.
- 16.7 CAD shall carry out services, implementation and installation activities and works carried out under guarantee in accordance with these General Conditions to the best of its ability and knowledge. CAD accepts no liability whatsoever for Loss arising from the non-availability of a system for the period during which works are carried out. CAD is not liable for Loss resulting from such work.
- 16.8 CAD shall at no time be liable for the loss of data, software and user configurations. It is the Client's responsibility to ensure that reliable back-up, safety and security procedures are carried out.
- 16.9 CAD cannot accept any responsibility for the execution of instructions based on data originating from the Client. Nor can CAD be held liable for faults in the execution caused by such data originating from the Client.
- 16.10 Unless these General Terms and Conditions specifically provide otherwise and to the extent that the injury or Loss has occurred during the execution of the works performed under the Agreement and is the result of an intentional act or gross negligence on the part of persons engaged by CAD for carrying out the works, CAD accepts liability for personal injury or material damage to installations and property of the Client and third parties. This liability is limited to the sum that, in the case in question, is paid out under the insurance policy of CAD. A copy of the relevant policy conditions will be made available upon request. If no payment is made under the insurance policy for whatever reason, the liability of CAD is limited to the amount (excluding VAT) charged by CAD to the Client and paid by the Client in time in the six months before CAD became liable, up to a maximum of EUR 250,000 per incident. A series of connected incidents shall be considered a single incident.
- 16.11 Any failure by CAD not to exercise a right vested in it may at no time be regarded as a waiver of that right or an acknowledgement of any liability irrespective of its origin.

17 Indemnity

- 17.1 The Client indemnifies CAD for any claim for damages brought by a third party, including an employee of CAD, in respect of Loss caused during the performance of the Agreement as a result of an act or omission of the Client or of any unsafe situation within its organisation.
- 17.2 The Client indemnifies CAD for any claim for damages brought by a third party based on product liability (except for statutory product liability) resulting from any defect in a product, system or service provided by the Client to a third party which partly consisted of equipment or other materials or services supplied by CAD, except insofar as the Client can

prove that the Loss was caused by such equipment, materials or services.

18 Force majeure

- 18.1 Force majeure shall include in particular but not be restricted to the following: fire, acts of war, terrorism or comparable acts, rioting, insurrection, mobilisation, floods, earthquakes and other natural disasters, epidemics, quarantine measures, strikes, shut-outs, revindication, limiting of international payments, transport restrictions as well as restrictions in issuing permits relating to CAD's employees or concerning the import and export of goods, tools and/or materials.
- 18.2 Neither party shall be required to fulfil any obligation under an Agreement if it is prevented from doing so as a result of force majeure. Force majeure shall be deemed to include force majeure affecting CAD's suppliers.
- 18.3 If a situation of force majeure lasts longer than ninety days, or it is predicted that it will last longer than ninety days, either party is entitled to dissolve the Agreement in writing. Any performance under the Agreement that is delivered prior to such termination shall be settled pro rata, without the parties having any further liability to each other.

19 Non-employment clause

- 19.1 During the term of any Agreement and for a period of one year following its termination, the Client may not take on employees who have been involved in the execution of the Agreement, nor offer them employment, nor engage these persons to work for them in any other way, either directly or indirectly, without the written permission of CAD. If the Client is in breach of this provision, CAD will be entitled to an immediate and unconditional penalty of EUR 10,000 for each breach and EUR 2,500 for each day that any such breach continues, without prejudice to CAD's right to claim damages in full.

20 Disclosure

- 20.1 The Client hereby gives its consent for CAD to publish the services, as well as their nature, selected by the Client. Subject to the prior written consent of the Client, CAD shall be permitted to disclose the solution implemented, or yet to be implemented, as well as to draw up and disclose a general description of the reasons why the Client has chosen CAD and the resulting benefits to the Client.

21 Disputes

- 21.1 All Agreements to which these General Conditions apply, including those for supply abroad and if the Client's registered office is outside the Netherlands, and any legal relationships resulting from these between the parties, shall be governed by Dutch law. The terms of the Vienna Sales Convention are hereby excluded.
- 21.2 Any disputes arising from the Agreements specified in Article 21.1 shall be submitted solely to the District Court of Utrecht, unless CAD indicates its preference for the competent court where the Client has its registered office.