

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

### RBK FOOD PROJECTS B.V. - RBK MILIEU ADVIES B.V. - RBK AUTOMATISERING B.V.

#### 1. PART A: GENERAL PROVISIONS

##### 2. Definitions

- 2.1. Except where otherwise apparent from the context, the words and expressions commencing with a capital letter in these General Terms and Conditions are defined words and expressions which have the following meaning:

Offer/Offerers	Every offer by RBK to conclude an Agreement;
Equipment	The physical and other goods to be delivered by RBK within the scope of an Agreement to be used by computer and/or other ICT systems, including the Software to be supplied for that purpose.
Services	All (additional) services and/or work, technical or otherwise, of any nature whatsoever, performed by RBK, in the broadest sense;
Continuing Performance Contract	An Agreement from which a continuing commitment arises or an obligation to deliver a performance at regular intervals during a certain period of time, or every time when a Party so wishes;
Agreement	All Agreements between the Parties concerning the sale/purchase and delivery of Goods by RBK to the Other Party and/or the provision of Services by RBK to the Other Party;
Party/Parties	RBK and the Other Party jointly or each of them individually;
Goods	All items of a tangible nature, including Equipment, offered for sale or sold and delivered by RBK;
Software	Operating and/or application programs, methods, rules and accompanying documentation, developed or to be developed by RBK, aimed at the controlled operation of a computer system, which it sells or gives in use to the Other Party;
RBK	The private limited companies RBK Milieu Advies B.V. (Chamber of Commerce file no. 38019735), RBK Food Projects B.V. (Chamber of Commerce file no. 0814636) and RBK Automatisering B.V. (Chamber of Commerce file no. 38019734), all having their registered office in Deventer, the Netherlands, being the users of the Terms and Conditions;
In Writing/ Written	By letter, fax, email or bailiff's notification;
Terms and Conditions	These General Terms and Conditions of Sale and Delivery of RBK;
Other Party	The natural and/or legal person or persons to whom RBK makes an Offer and/or with whom RBK concludes an Agreement.

##### 3. Applicability

- 3.1. These Terms and Conditions are applicable to all Offers and Agreements.
- 3.2. These Terms and Conditions consist of two parts. Part A contains the General Provisions that are applicable to all Offers and Agreements. Part B applies only to Services and the delivery of Goods relating to automation, in the broadest sense. In the event of any conflicts between Part A and Part B, the special stipulations of Part B will prevail.
- 3.3. If the Terms and Conditions have applied to any Agreement, they will automatically apply to any future Agreement concluded, therefore without any separate agreement to this effect between the Parties concerned being required, unless the Parties have expressly agreed otherwise in Writing with respect to the relevant Agreement.
- 3.4. The applicability to any Agreement of any general or specific terms and conditions applied by the Other Party is expressly rejected by RBK, unless and after RBK has expressly declared in Writing that the relevant terms and conditions apply to an Agreement. Under no circumstances does acceptance in this manner of the applicability of the Other Party's general terms and conditions to an Agreement result in the tacit applicability of these terms and conditions to any future Agreements.
- 3.5. In case of invalidity or annulment by the Other Party of one or more provisions of the Terms and Conditions, the remaining provisions of the Terms and Conditions will continue to apply in full to the Agreement. The Parties will consult each other on replacing the invalid or voided provision of the Terms and Conditions by a provision which is valid or not voidable and which approaches the content and purport of the invalid or voided provision as closely as possible.
- 3.6. In so far as an Agreement deviates from one or more provisions of the Terms and Conditions, the provisions of the Agreement will prevail. The remaining provisions of the Terms and Conditions will in that case continue to apply in full to the Agreement.

##### 4. Offers

- 4.1. Unless expressly stated otherwise, an Offer is without obligation and is valid during the term stated in the Offer. If the Offer does not state a term for acceptance, the Offer will in any case lapse five (5) working days after the date stated in the Offer.
- 4.2. An Offer accepted by the Other Party within the term of validity may be withdrawn by RBK, without stating reasons, within five (5) working days of the date of receipt of the acceptance by RBK, without this resulting in any obligation on the part of RBK to compensate the Other Party for any loss incurred by the latter as a result.
- 4.3. If the Other Party provides RBK with information, drawings and suchlike for the purpose of making an Offer, RBK may assume that these are accurate and base its Offer on these documents. The Other Party indemnifies RBK against any third-party claims relating to the use of drawings and suchlike provided by or on behalf of the Other Party.

##### 5. Formation of agreements

- 5.1. With due observance of the other provisions contained in the Terms and Conditions, an Agreement will only be effected:

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- (a) by acceptance of the Offer by the Other Party;
- (b) by a Written confirmation by RBK of an assignment given by the Other Party, either orally or in Writing, other than on the basis of an Offer;
- (c) by the actual performance by RBK of an assignment given by the Other Party.

5.2. The Agreement replaces all previous proposals, correspondence, arrangements and other communication between the Parties that took place before concluding the Agreement, however much these may differ from or be in conflict with the Agreement.

5.3. Alterations and/or additions to the Agreement will only be valid after they have been accepted by RBK in Writing. RBK will never be obliged to accept any alterations and/or additions to an Agreement and is entitled to demand that a separate Agreement be concluded in this respect. RBK is authorized to charge to the Other Party any expenses incurred in connection with the alterations and/or additions to the Agreement.

5.4. Undertakings by and agreements with employees or representatives of RBK are only binding on RBK vis-à-vis the Other Party in so far as these undertakings and/or agreements have been ratified in Writing by RBK or have been confirmed to the Other Party.

#### 6. Prices and payment

6.1. Prices stated in an Offer or Agreement are in euros and, unless explicitly stated otherwise, are exclusive of packaging, transport, assembly, installation and delivery costs in the broadest sense and exclusive of turnover tax and/or any other government-imposed levies, of any nature whatsoever, unless explicitly indicated otherwise in Writing by RBK.

6.2. RBK will not be bound by prices in an Offer exclusively directed to the Other Party. No rights may be derived by parties other than the Other Party from prices and rates in an Offer made to the Other Party.

6.3. If the Other Party places an Order with RBK without explicit agreement on a price, it will, irrespective of any Offers made or prices charged earlier, be carried out at the price applicable at the time of the performance of the Agreement.

6.4. RBK is entitled at all times, whether or not based on its judgement of the creditworthiness of the Other Party, to demand security or full or partial advance payment to ensure compliance with all payment obligations, whether due and payable or not. If and as long as the Other Party fails to provide the requested security or make full or partial advance payments, any obligation of RBK to deliver and/or perform will cease to exist.

6.5. Payment must be made within fourteen (14) days of the invoice date, unless agreed otherwise in Writing.

6.6. Payment must be made without any setoff, to the bank or giro account designated by RBK. The moment of payment will be deemed to be the moment at which RBK receives confirmation from its bank that the amount concerned has been credited to its account.

6.7. If payment of an invoice has not been made in full within the stipulated period of time, the Other Party will immediately be in default by operation of law, therefore without any further notice of default being required, and from the due date of the invoice concerned will be liable to pay interest of 1% per month, or the statutory commercial interest referred to in Section 119(a) of Book

6 of the Dutch Civil Code if this is higher, part of a month being counted as a full month. In addition, all extrajudicial collection costs will be payable by the Other Party, which costs are hereby set in advance by the Parties at a minimum of 15% of the outstanding claim, with a minimum of EUR 250, without prejudice to RBK's right to claim the actual extrajudicial collection costs if this amount is higher.

6.8. Payments made by the Other Party will be used first to settle costs and interest due, and then to settle the outstanding invoices which have remained unpaid the longest, even if the Other Party states that a particular payment is to settle a different invoice.

6.9. Without prejudice to mandatory provisions, the Other Party does not have the right to suspend its payment obligations to RBK and/or set them off against payment obligations of RBK to the Other Party.

6.10. RBK is entitled to set off all claims against the Other Party against any amounts owed by RBK to the Other Party or to natural persons or legal persons affiliated to the Other Party.

6.11. All of RBK claims against the Other Party will become due and payable immediately in the following cases:

- (a) if after the conclusion of the Agreement circumstances have come to RBK's attention that give it good reason to fear that the Other Party will not fulfil its obligations, which is at RBK's discretion;
- (b) if on conclusion of the Agreement RBK asked the Other Party to provide security for the fulfilment as referred to in Article 6.4 and this security is not forthcoming or is insufficient;
- (c) in the event of the Other Party's liquidation or insolvency or if a moratorium is applied for or, in so far as the Other Party is a natural person, if the Debt Rescheduling (Natural Persons) Act (*Wet Schuldsanering Natuurlijke Personen*) is declared applicable.

6.12. RBK is entitled to perform the Agreement in various phases and to invoice the work thus performed separately.

6.13. Without prejudice to its other rights of suspension, RBK is entitled to suspend performance of the work which belongs to a next phase until the Other Party has approved the results of the preceding phase in Writing.

#### 7. Price change

7.1. In the event that four (4) months have passed after the date on which the Agreement was concluded and RBK has not yet completed performance of the Agreement, an increase in one or more price-determining factors may be charged to the Other Party, at the discretion of RBK. The price increase must be paid at the same time that the principal sum or last payment term is paid.

7.2. If, however, the increased price which RBK wishes to charge as referred to in Article 7.1 has risen by more than five per cent (5%) compared to the original price, the Other Party will be entitled to terminate the Agreement in so far as it concerns future obligations, within 7 (seven) days of the notification of the price change. Under no circumstances will RBK be obliged in that case to compensate the Other Party for any loss incurred as a result of a price increase or termination.

#### 8. Delivery time

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- 8.1. The delivery time stated by RBK in the context of an Agreement is always an indication and may therefore never be considered a strict deadline, unless explicitly agreed otherwise in Writing between the Parties. Under no circumstances does exceeding an agreed delivery time give entitlement to compensation.
- 8.2. The delivery time stated by RBK commences as soon as agreement has been reached on all details, including technical details, all necessary information and suchlike is in possession of RBK and all conditions necessary for the performance of the Agreement have been complied with.
- 8.3. When determining the delivery time RBK assumes that it will be able to perform the assignment in the circumstances existing at the time of concluding the Agreement.
- 8.4. In the event of different circumstances to those known to RBK at the time of concluding the Agreement, RBK may extend the delivery time by the amount of time required to perform the Agreement in the changed circumstances. If, as a result of the above, any work cannot be fitted into RBK's schedule, it will be carried out or completed as soon as RBK's schedule permits.
- 8.5. In case of a suspension of obligations by RBK on account of a shortcoming by the Other Party, the delivery time will be extended by the duration of the suspension. If, as a result of the above, the work cannot be fitted into RBK's schedule, it will be carried out or completed as soon as RBK's schedule permits.
- 8.6. If a strict delivery period, agreed in Writing or otherwise, for Goods or provision of Services, or a delivery period that has been extended based on Articles 8.4 or 8.5, has been exceeded, RBK will only be in default if it has received a Written notice of default from the Other Party giving it 1 (one) month to deliver and still fails to comply within this period of time.
- 8.7. If the above period of time is exceeded, the Other Party will be entitled to terminate the Agreement, provided that the failure actually justifies such termination. In the event of termination, the Other Party will not be entitled to compensation unless such exceeding of this period of time is the result of intent or gross negligence on the part of RBK and/or its managing employees.
9. **Mode of delivery / performance of Services**
- 9.1. Unless explicitly agreed otherwise in the Agreement, the risk of the Goods to be delivered to the Other Party will pass to it ex RBK's warehouse, or the warehouse of any third party engaged by RBK (i.e. Ex Works, as included in the most recent version of ICC Incoterms). All Goods will at all times be transported at the risk of the Other Party. Unless the Other Party requests of RBK in good time that the Goods be insured during transport at the expense of the Other Party (and/or stipulated otherwise in the Agreement), the Goods will be transported uninsured by or on behalf of RBK.
- 9.2. Unless the Parties have expressly agreed otherwise in Writing, export and import duties, clearance charges, taxes and any other government levies relating to the transport and delivery of the Goods by RBK, of whatever nature, will be charged to the Other Party.
- 9.3. The Other Party must notify RBK in Writing within 5 working days if any Goods are missing on delivery. If a notification is given after the expiry of this term, the missing Goods will not be credited to the Other Party, nor will the Goods be delivered free of charge to the Other Party at a later date.
- 9.4. RBK has fulfilled its obligation to deliver by making the Goods available to the Other Party on the agreed date at its warehouse or at the warehouse of a third party engaged by RBK. The delivery document signed by or on behalf of the Other Party and/or the relevant appendices of the carrier will constitute conclusive proof of delivery by RBK of the Goods stated in the delivery document and/or the relevant appendices.
- 9.5. An offer for delivery by RBK of the ordered Goods to the Other Party will be considered equivalent to the delivery of these Goods. If the Other Party refuses to accept the Goods offered for delivery, RBK will store the Goods concerned at a location to be decided by RBK for fifteen (15) working days after the date of offering the Goods. After the expiry of this period RBK will no longer be obliged to keep the Goods available to the Other Party and will be entitled to sell the Goods to a third party or to dispose of them in any other way. The Other Party will, however, remain obliged to comply with the Agreement by taking possession of the Goods concerned at RBK's request at the agreed price and is also obliged to compensate RBK for the loss arising from the Other Party's initial refusal to accept the Goods concerned, including storage and transport costs.
- 9.6. RBK is entitled to have the Agreement performed by third parties or to engage third parties for the delivery of specific Goods or the provision of specific Services.
- 9.7. The Other Party will enable RBK to perform its work without interruptions and at the agreed time and ensure that in the performance of its work it is provided with the required facilities, such as:
  - (a) gas, water and electricity;
  - (b) heating;
  - (c) lockable dry storage space;
  - (d) facilities prescribed under the Working Conditions Act (*Arbowet*) and Working Conditions Regulations (*Arboregelgeving*).
- 9.8. The Other Party bears the risk of and is liable for any damage and/or loss in connection with loss, theft, fire and damage to items of RBK, the Other Party or third parties, such as tools, materials designated for the work or equipment used for the work, located at the site where the work is performed or at another agreed location.
- 9.9. The Other Party is obliged to take out adequate insurance against the risks referred to in Article 9.8. The Other Party must also take out insurance against the risk of work-related damage by the equipment to be used. The Other Party must send RBK a copy of the relevant insurance policy or policies and proof of payment, should RBK so demand. In case of any damage and/or loss, the Other Party will be obliged to inform its insurer without delay for further action and settlement.
- 9.10. If the Other Party fails to comply with its obligations as described in the preceding paragraphs of this article and this causes delay in the performance of the work, the work will be carried out as soon as the Other Party complies with its obligations after all and the schedule of RBK or third party engaged by it so permits. The Other Party will be liable for any and all additional costs and/or loss arising for RBK from the delay.

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#### 10. Retention of title and right of pledge

10.1. All Goods delivered will remain the exclusive property of RBK until such time as the Other Party has complied with all of its obligations arising from or in connection with the Agreement or Agreements, including claims relating to penalties, interest and costs. Until that time the Other Party undertakes to store the Goods delivered by RBK separate from other goods and clearly marked as RBK property and to take out and maintain sufficient insurance.

10.2. In the event that Goods are delivered to the Other Party in a territory other than the Netherlands, supplementary to the retention of title under Dutch law as referred to in Article 10.1, a retention of title as referred to in Article 10.1 under the law of the country concerned will also apply to the Goods concerned, if and as soon as they are located in the territory of the country concerned, with the proviso that for the remainder the Agreement is exclusively governed by Dutch law as referred to in Article 18.

10.3. As long as the Goods delivered are subject to retention of title, the Other Party may not encumber or sell these Goods outside its normal business operations.

10.4. After RBK has invoked its retention of title, it will be entitled to recover the Goods delivered. The Other party must allow RBK access to the premises where the Goods are stored.

If RBK cannot invoke its retention of title because the Goods delivered have been mixed, deformed or become a constituent element of other goods, the Other Party will be obliged to pledge the resulting new goods to RBK.

#### 11. Complaints and Acceptance

11.1. In any case after RBK has performed its obligations under the Agreement, the Other Party will, within a reasonable period of time (being no longer than 8 days after the delivery), subject the Goods delivered and Services provided to an acceptance test. If the Other Party fails to notify RBK in Writing of any defects within the aforementioned reasonable period of time after the delivery, its right to claim a defect in the performance by RBK will lapse.

11.2. Other defects to the Goods delivered and/or Services provided not visible on delivery must be reported to RBK in Writing, giving reasons, within eight (8) days of their discovery, or after they reasonably could have been discovered, failing which the right to claim defective performance by RBK will lapse.

11.3. If the Parties fail to reach agreement on the question whether or not there is a defect, an independent expert will be engaged. The expert will be appointed by RBK in consultation with the Other Party. Unless agreed otherwise, the relevant costs will be borne by the party that, for the most part, fails in its claim.

11.4. Complaints of any nature whatsoever relating to the performance of the Agreement by RBK do not suspend the Other Party's payment obligation and may only be communicated to RBK in Writing.

11.5. No obligation whatsoever rests on RBK concerning a claim submitted if the Other Party has not fulfilled all its obligations towards RBK (both financial and otherwise) in time and in full.

11.6. A complaint concerning the Goods delivered and/or Services provided by RBK cannot affect Goods delivered and/or Services provided earlier or yet to be delivered and/or provided, even if these have been or will be delivered and/or provided in the performance of the same Agreement.

#### 12. Expiry periods

12.1. Without prejudice to the provisions of Articles 11.1 and 11.2, legal actions and other powers of the Other Party, for whatever reason, with respect to RBK in connection with the Goods delivered and/or Services provided will in any case lapse after twelve (12) months following the date on which the Other Party became aware or could reasonably have been aware of the existence of these rights and powers, but has not lodged a Written claim with RBK on this basis before the expiry of this period.

12.2. If within the period stated in Article 12.1 a Written claim has been lodged by the Other Party with RBK in connection with Goods delivered and/or Services provided by RBK, any legal action of the Other Party in this respect will also lapse, without the option of interruption if no lawsuit has been brought against RBK before the competent court pursuant to Article 21 of the Terms and Conditions within a term of 4 (four) months after receiving the relevant Written claim.

#### 13. Termination

13.1. In case that the Other Party dissolves or discontinues the Agreement before the end date of the Agreement or before the assignment is completed and finalised, without being entitled thereto based on the applicable laws or Agreement, the Other Party shall pay to RBK 20% (twenty percent) of the total agreed fee for the remaining part and duration of the Agreement, in addition to the fees already due. In addition to the foregoing, RBK has the right to claim all costs, damage and losses related to the dissolution or discontinuation of the Agreement. All costs, damages and losses as meant in this Article shall be paid within 14 (fourteen) days after dissolution or discontinuation.

13.2. RBK has the right to terminate all or part of the Agreement without being obliged to pay compensation to the Other Party if:

- i. RBK has declared the Other Party to be in default and has given it a term of at least 5 (five) days in the event that:
  - (a) the Other Party does not fulfil one of the obligations under the Agreement, or does not fulfil it promptly or properly;
  - ii. In all other cases without a notice of default on the part of RBK being required, including if:
    - (b) the Other Party is granted or has applied for a moratorium;
    - (c) the Other Party has been declared insolvent, or a winding-up petition is filed against or by the Other Party;
    - (d) in so far as the Other Party is a natural person, the Debt Rescheduling (Natural Persons) Act has been declared applicable to the Other Party or a request to that effect has been submitted;
    - (e) a third party levies a prejudgment attachment or attachment in execution on the Other Party's assets;
    - (f) the Other Party is a legal person and the legal person is dissolved or, if the Other Party is a natural person, the Other Party dies or is no longer able to operate his business;
    - (g) other circumstances arise which endanger RBK's recovery options, entirely at RBK's discretion.

13.3. If the Agreement is dissolved on one or more of the grounds referred to above, RBK will be entitled to compensation from the Other Party for any financial loss incurred by it.

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#### 14. Continuing Performance Contracts

- 14.1. Continuing Performance Contracts concluded between the Parties are entered into for an indefinite period of time, unless agreed otherwise in the relevant Continuing Performance Contract.
- 14.2. If a Continuing Performance Contract has been entered into for an indefinite period of time, termination will only be possible with due observance of a notice period of three (3) months. Continuing Performance Contracts concluded for a fixed period will automatically be extended for a period of one (1) year after the expiry of that period, unless one of the Parties gives Written notice of termination of the Continuing Performance Contract at least three (3) months before the expiry of the contract.
- 14.3. In case of termination by the Other Party, RBK will be entitled to charge the costs incurred until the moment at which the Continuing Performance Contract ends.

#### 15. Liability and compensation for loss

- 15.1. RBK is liable vis-à-vis the Other Party for loss incurred by the Other Party in so far as that loss is the consequence of attributable failure by RBK in the performance of the Agreement and that loss has manifested itself within a period of 24 months after the termination of the actual work by RBK for or for the benefit of the Other Party pursuant to the Agreement.
- 15.2. RBK's liability for the loss referred to in Article 15.1 will be limited as follows:
- (a) with respect to agreements with an invoice value up to EUR 50,000 excluding VAT, a maximum amount of EUR 100,000 will be compensated;
  - (b) with respect to agreements with an invoice value between EUR 50,000 excluding VAT and EUR 250,000 excluding VAT, a maximum amount of EUR 500,000 will be compensated;
  - (c) with respect to agreements with an invoice value of EUR 250,000 excluding VAT or more, a maximum amount of EUR 1,000,000 will be compensated;
- 15.3. If the Agreement is a Continuing Performance Contract, RBK's liability for the loss referred to in Article 15.1 will be limited to an amount equal to 3 times the invoice value of that Continuing Performance Contract excluding VAT, calculated over the last 6 months prior to the occurrence of the loss suffered by the Other Party, up to a maximum of EUR 1,000,000.
- 15.4. The following do not qualify for compensation:
- (a) damage to property in the care, custody or control of, but not owned by the insured, including damage caused by or during the performance of work to items of property on which work is performed or which are located near the location where work is performed (the Other Party must take out adequate insurance in this respect, if required);
  - (b) loss arising through acts or omissions of the Other Party or third parties contrary to the instructions issued by RBK and/or in conflict with the Agreement and the Terms and Conditions;
  - (c) loss as a direct or indirect consequence of incorrect, incomplete and/or unsatisfactory information provided to RBK by or on behalf of the Other Party.

15.5. The Other Party indemnifies RBK against all claims from third parties due to loss arising by or in connection with work carried out and/or Goods delivered by RBK.

15.6. A series of related loss-causing events will be considered as a single event/claim for the application of this article.

15.7. The limitations and/or exclusions of liability contained in this article also apply for the benefit of RBK's personnel and the auxiliary persons involved by RBK in the performance of the Agreement.

#### 16. Force majeure

16.1. Force majeure is taken to mean a shortcoming in the performance of an Agreement which cannot be attributed to RBK. A shortcoming cannot be attributed to RBK if such shortcoming cannot be blamed on it nor charged to it under the law, agreement or according to generally accepted standards.

16.2. Force majeure as referred to in Article 16.1 includes in any case – therefore not exclusively – shortcomings as a result of:

- (a) liquidations of and/or serious disruptions to the production process at suppliers of RBK, including utility companies;
- (b) failure by third parties to deliver the necessary materials;
- (c) intent or gross negligence of auxiliary persons;
- (d) strikes;
- (e) excessive sickness absence of RBK's personnel;
- (f) fire;
- (g) special weather conditions (such as floods);
- (h) government measures (both national and at European level), including import and export prohibitions and barriers;
- (i) war, mobilization, disturbances, riots, state of siege;
- (j) sabotage;
- (k) traffic congestion;
- (l) machinery breakdown.

16.3. In the case of force majeure, RBK has the choice of either suspending the performance of the Agreement until the situation of force majeure has ceased to exist or, whether or not having originally chosen to suspend performance, to terminate all or part of the Agreement. In either case the Other Party will not be entitled to any compensation. If the period in which RBK is unable to comply with its obligations for reasons of force majeure is longer than 30 (thirty) days, the Other Party will also be entitled to terminate the Agreement, without this giving rise to any obligation for either party to pay compensation.

16.4. If RBK has already met its obligations in part at the time the force majeure occurs or can only partially comply with its obligations, it will be entitled to invoice that part separately. The Other Party will then be required to pay this invoice as if it were a separate Agreement.

#### 17. Confidentiality

17.1. Both Parties are bound not to disclose any confidential information they have acquired from each other or from some other source within the context of their Agreement. Information is to be regarded as confidential if a party has stated that it is confidential or if it is obvious from the nature of the information that it is confidential.

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17.2. If RBK is obliged, by virtue of a statutory provision or a judicial ruling, to disclose confidential information to third parties designated by the law or a competent court and RBK is unable to claim a right of non-disclosure recognized or granted by the competent court in such a case, then RBK will not be obliged to pay any damages or compensation and the Other Party will not be entitled to terminate the Agreement.

#### 18. Intellectual property rights

18.1. All intellectual and industrial property rights, including but not limited to copyrights and database rights, to any Goods and/or Services or the results of such Services including but not limited to copy, models, drawings, designs, documentation, photographic recordings, films, information carriers, Equipment and Software (in object code and source code), information and databases, moulds and dies, which are the subject of and/or arise from and/or are used in the performance of the obligations under the Agreement between RBK and the Other Party are vested in RBK. If the aforementioned rights are not vested in RBK, the Other Party will be obliged to grant its cooperation to the transfer of the relevant right to RBK, should RBK so demand.

18.2. The rights to the information referred to in Article 18.1 remain the property of RBK, irrespective of whether the Other Party has been charged costs for their production. This information may not be copied or used by the Other Party or disclosed to third parties without the explicit permission of RBK.

#### 19. Staffing

19.1. As long as any Agreement is in the process of being performed, or if less than a year has passed since the completion or termination of any Agreement, both Parties, and any party that is closely related to either of them, will be prohibited from entering into any employment contract or other contract with a person who was employed by the other Party.

19.2. If during the term of this Agreement and/or within one year of termination thereof the employee(s) of RBK involved in the performance of any Agreement continue(s) to perform work or commence(s) work at or for the Other Party without the intervention and/or permission of RBK, the Other Party will owe RBK a penalty of EUR 50,000 per employee, without prejudice to RBK's right to compensation.

#### 20. Indemnity

The Other Party warrants that it adheres and fulfils (and has adhered and has fulfilled up to now) all its obligations in relation to the applicable laws and regulations regarding anti-money laundering, anti-terrorist financing and privacy. The Other Party indemnifies and holds harmless RBK from and against all claims from any third party due to damage, loss or any claim arisen in relation to an (potential) breach of the warranty in the foregoing sentence.

#### 21. Applicable law and competent court

21.1. All Agreements concluded by RBK are exclusively governed by Dutch law.

21.2. Any disputes between the Parties will exclusively be settled by the District Court of Overijssel, location Zwolle, the Netherlands.

#### 22. SECTION B: AUTOMATION

Part B, in addition to Part A, only applies if the Services to be provided or Goods to be delivered by RBK within the scope of an Agreement relate to or partly relate to automation in the broadest sense.

#### 23. Software development

23.1. If on conclusion of the Agreement RBK has not been provided with specifications or a design of the Software to be developed, the Parties will consult to decide on the specifications of the Software to be developed. RBK will carry out the development of the Software with due care based on the information to be provided by the Other Party, who will guarantee the accuracy, completeness and consistency of this information.

23.2. RBK is entitled, but explicitly not obliged, to investigate the accuracy, completeness and consistency of the information made available to it. Should RBK discover any imperfections, it will be entitled to suspend the agreed work until the Other Party has eliminated the imperfections in question.

23.3. Unless provided otherwise in the Agreement, the Other Party will have the right to use the Software only in its own business and only on one computer system. Unless provided otherwise in the Agreement, the source code of the Software and the technical documentation prepared during the development of the Software will not be made available to the Other Party. Without the Written permission of RBK the Other Party is expressly prohibited from selling the Software or giving it in use to third parties. In the event of a breach of this paragraph the Other Party will be liable to pay a penalty of 500 (five hundred) times the sale price of the Software concerned. RBK reserves the right to recover from the Other Party the loss that it has actually suffered.

23.4. RBK will deliver the Software to be developed to the Other Party as much as possible in accordance with the specifications laid down in Writing. Only if this has been stipulated in the Agreement will RBK be obliged to install the Software for the Other Party. If RBK installs the software it will not be obliged to carry out a data conversion, unless this has been stipulated otherwise in the Agreement.

23.5. If an acceptance test has been agreed, the test period will be 14 (fourteen) days following delivery or, if the installation will be carried out by RBK, after the installation has been completed. During the test period, the Other Party will not be permitted to use the Software for productive or operational purposes. RBK may at all times require that the Other Party carry out a proper test of sufficient scope and depth with sufficiently qualified personnel with regard to the results or interim results of the development work and that the test results be reported to RBK in Writing, in an orderly and understandable manner.

23.6. The Software will be deemed as accepted between the Parties:

- (a) if no acceptance test has been agreed between the parties: on delivery or on completion of the installation by RBK, or
- (b) if an acceptance test has been agreed between the parties: on the first day of the test period, unless a test report as referred to in Article 23.7 has been provided in good time. In this situation the Software has been accepted if the Other Party confirms this to RBK with due observance to Article 23.8.

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23.7. If during the performance of the agreed acceptance test it turns out that the Software contains errors as referred to in Article 23.11, the Other Party will notify RBK of these errors by means of a detailed Written test report no later than on the last day of the test period. RBK will make every effort to correct the errors concerned within a reasonable period; in doing so RBK will be entitled to add temporary solutions, workarounds or problem-avoiding restrictions to the Software. In that case the test period will be interrupted until the Software has been modified in such a way that this impediment has been removed.

23.8. Acceptance of the Software may not be withheld on other grounds than those relating to specifications explicitly agreed between the Parties, nor on account of the existence of minor errors, i.e. errors that do not reasonably hinder the operational or productive putting into use of the Software, such as the discretion of RBK. Acceptance may furthermore not be withheld with regard to aspects of the Software that can only be assessed subjectively, such as the design of the user interfaces.

23.9. If the Software is delivered and tested in phases or components, the non-acceptance of a specific phase or component will not affect any acceptance of a preceding phase and/or another component.

23.10. In the absence of an explicitly agreed manner of invoicing, all amounts relating to the development of the Software will be payable on delivery or installation of the Software.

23.11. The term 'errors' in the Software as referred to in this article is taken to mean the substantial non-compliance with the functional or technical specifications made known by RBK in Writing and, in case of customized software, with the functional or technical specifications explicitly agreed between the Parties. An error will only be acknowledged as such if the Other Party can demonstrate it and if it can be reproduced

#### 24. Software Maintenance

24.1. If a maintenance agreement has been concluded for the Software or if maintenance is included in the usage fee for the Software, the Other Party will report to RBK in detail any errors discovered in the Software in accordance with RBK's customary procedures. Following receipt of the report, RBK will make every effort to rectify the errors (within the meaning of Article 23.11) RBK is entitled to add temporary solutions, workarounds or problem-avoiding restrictions to the Software. In the absence of explicit agreements in this respect, the Other Party will install and set up the Software and, if necessary, modify the equipment and operating environment used.

24.2. RBK cannot guarantee that the Software will function without interruption, errors or other defects or that all errors or other defects can be rectified. Unless otherwise provided in the Agreement, RBK is not obliged to carry out a data conversion.

24.3. RBK may charge the client for repair costs at its normal rates if the errors in question are due to usage errors, improper use or other factors that are not attributable to RBK or if the software has been altered by parties other than RBK. Restoration of corrupted or lost data is not included in maintenance.

24.4. If the Other Party has not entered into a maintenance agreement with RBK at the same time as entering into an agreement regarding availability of the Software, RBK will not be obliged to enter into a maintenance agreement at some later point.

#### 25. Personal data

25.1. The Other Party guarantees that all the requirements have been fulfilled for the lawful processing of the personal data entered by the Other Party in connection with the Software to be made available and kept available in the case concerned to the Other Party by RBK.

25.2. The Other Party will be fully responsible for the data processed by the Other Party using the Software. The Other Party guarantees RBK that the data are not unlawful and do not violate the rights of third parties. The Other Party indemnifies RBK against any claims by third parties, for whatever reason, in connection with the processing of these data or the performance of the Agreement.

25.3. Pursuant to the laws governing the processing of personal data, such as the Personal Data Protection Act (*Wet Bescherming Persoonsgegevens*), the Other Party has obligations towards third parties, such as the obligation to provide information, and to allow inspection of, to correct and to remove personal data of parties concerned. The responsibility for compliance with these obligations lies fully and solely with the Other Party. In so far as applicable, RBK is merely the 'processor' within the meaning of the Personal Data Protection Act where the processing of personal data is concerned. In so far as possible from a technical point of view, RBK will give the Other Party its cooperation in complying with its obligations. The costs involved in this cooperation are not included in the agreed prices and fees of RBK and will be payable by the Other Party in full.

#### 26. Maintenance of Goods

26.1. The agreement for the maintenance of the Equipment is entered into for the duration agreed by the Parties, failing which the agreement is entered into for an indefinite period. Article 14 of these Terms and Conditions applies in full.

26.2. The content and scope of the maintenance services to be provided by RBK and any corresponding service levels will be set out in an Agreement between the Parties. Failing the above, RBK undertakes to make every effort to resolve, within a reasonable time, any breakdowns duly reported to RBK by the Other Party. A breakdown is taken to mean failure to meet the specifications of the Equipment expressly stated in Writing by RBK or failure to meet them without interruption. A breakdown will only be acknowledged as such if the Other Party can demonstrate it and if it can be reproduced.

26.3. The maintenance will be carried out during the working days and working hours applicable at RBK. RBK reserves the right, inter alia, to suspend its maintenance obligations as long as circumstances occur at the location where the Equipment is set up which in RBK's opinion entail risks with respect to the safety or health of RBK staff.

26.4. RBK will register and record all relevant information concerning the work carried out to the Equipment. RBK will allow the Other Party to inspect the information thus recorded, should it so demand.

26.5. Parts will be replaced if in RBK's opinion this is necessary in order to resolve or prevent breakdowns. The replaced parts will become or remain the property of RBK.

26.6. Immediately after the occurrence of a breakdown the Other Party will inform RBK by sending it a detailed description of the breakdown. The Other Party is obliged to grant RBK staff or third parties appointed by RBK access to the Equipment location, to give them any other assistance required and to make the Equipment available to RBK for maintenance work.

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- 26.7. The Other Party is authorized to connect equipment and systems not supplied by RBK to the equipment sold to the Other Party and to install software not supplied by RBK onto this equipment and these systems. The costs of investigating and remedying breakdowns arising from the connection of equipment not supplied by RBK or from the installation of software not supplied by RBK will be payable by the Other Party.
- 26.8. If in RBK's opinion it is necessary to test connections with other systems or equipment in order to maintain the Equipment, the Other Party will make these other systems or this other equipment available to RBK, along with the relevant test procedures and information carriers.
- 26.9. The Other Party will bear the risk of loss, theft or damage of the equipment during the time RBK has it in its possession for maintenance work. The Other Party is at liberty to take out insurance against this risk. Before handing the equipment over to RBK for maintenance, the Other Party will ensure that full and reliable backup copies have been made of all the software and data stored in the equipment.
- 26.10. RBK's obligations pursuant to the Agreement do not include work entailing the investigation or rectification of breakdowns caused by improper use of the Equipment, or by external factors such as defects in lines of communication or a defective power supply, or by links with or use of equipment, software or materials not covered by the Agreement; such work will be charged to the Other Party separately at the usual rates.
27. **Guarantee**
- 27.1. During a period of three (3) months following acceptance of the Software, RBK will carry out repair work if it concerns an error as referred to in Article 23.11.
- 27.2. During a period of three (3) months following the delivery of Equipment or other Goods, RBK will carry out repair work in the event of material or manufacturing faults.
- 27.3. Article 11 of these Terms and Conditions applies in full to the reporting of complaints under the guarantee.
- 27.4. In the event of maintenance work to Equipment, Goods or Software based on a maintenance contract, a guarantee period of three (3) months applies to the replaced parts.
- 27.5. RBK cannot guarantee that the Software and/or Equipment will function without interruption, errors or other defects or that all errors or other defects can be rectified. All parts of Equipment replaced under the guarantee will become the property of RBK.
- 27.6. The guarantee with respect to Goods, Equipment and Software will not be applicable in the event of improper use or external factors, at the discretion of RBK. RBK is entitled to charge costs for repair work if during the work it becomes apparent that the work is not covered by the guarantee.
- 27.7. RBK guarantees the Other Party that the Software supplied by it does not breach any copyright or other right held by third parties.