

General Terms and Conditions of Cards Group B.V. and all of its affiliated subsidiaries

version 01/2017

General provisions

1. SCOPE OF APPLICATION

1. All of our offers, agreement and their execution are subject to the following conditions. Departures from these conditions must be expressly agreed with us in writing.
2. For the purposes of these conditions 'the other party' is defined as: all persons or legal entities that have concluded or wish to conclude an agreement with our company and, accordingly, that person or legal entity, his or its representatives, attorneys, successors in title and heirs.
3. The other party's terms and conditions are not applicable unless this has been agreed in writing. If agreement to the contrary has been made, our conditions will take precedence at all times, even if a different precedence has been stipulated.
4. In the event of any provision of these terms and conditions proving to be null and void or being set aside, the remaining provisions will remain fully in effect. The null and void or nullified provisions will be replaced by a valid provision that is as closely in keeping as possible to the invalid provision.

2. OFFERS

1. All of our offers, regardless of their form, are subject to contract unless specifically otherwise agreed.
2. Any estimates, plans or other documents forming part of an offer will remain our property at all times and must be returned to us, postage paid, on demand. They may not be reproduced or issued to third parties for inspection without our consent.
3. The forwarding of offers and/or other documents does not oblige us to accept an order.
4. We reserve the right to refuse orders without giving reasons or to deliver cash on delivery or to require payment in advance.

3. AGREEMENT

1. Notwithstanding the following provisions, an agreement with us will be formed once we have accepted or confirmed an order in writing, for which purpose the date of confirmation will be determinative. The order confirmation will be deemed to correctly and fully reflect the agreement unless a claim to the contrary is made immediately by the other party in writing.
2. If we have made a prior offer to the other party, the agreement will be formed at the time of receipt of the other party's order.
3. Any agreements or amendments made or applied at a later date will only be binding to us if we have agreed to them in writing.
4. For transactions for which no offer or order confirmation is sent owing to the nature and scope of the work, the invoice will be deemed to correctly and fully reflect the agreement unless a claim to the contrary is made in writing within 3 working days of the invoice date.
5. All contracts are entered into by us under the suspensive condition that the other party is able to demonstrate - exclusively to our satisfaction - sufficient credit-worthiness to meet his financial obligations under the agreement.
6. We reserve the right both upon and after concluding an agreement to require the customer to furnish security (or additional security) to the effect that both payment and other obligations will be met before we proceed to provide the goods or services.
7. We are authorised, if we consider this to be necessary and or conducive to the correct execution of the order we have placed and in consultation with the other party, to engage others for the execution of the agreement, the costs of which will be charged on to the other party.
8. If goods to be supplied in the Netherlands are to be used outside of the Netherlands, we are not responsible for these



goods meeting the technical requirements, standards and/or regulations in the country in which the goods are to be used. This will also be applicable if the intended usage abroad was mentioned on concluding the agreement.

9. All technical requirements set by the other party for the goods to be delivered and which are different from those usually operated in the Netherlands must be explicitly stipulated by the other party on entering into the agreement.

10. The other party is obliged to promptly provide us with all information and documents needed for the correct performance of the agreement.

4. PRICES

1. In the absence of statement to the contrary, our prices are:

- in euros, and any exchange rate fluctuations up to the time of receipt of payment will be charged on to the other party.
- exclusive of VAT, import duties, other taxes, levies and duties.
- exclusive of the costs of any packagings, loading and unloading, transport and insurance,
- based on delivery ex-works, warehouse or other storage depot.

2. In the event of an increase in one or more of the cost price factors, we reserve the right to raise the price of the order accordingly; this will be done with due observance of any relevant statutory provisions in this regard and subject to the proviso that future price rises that are already known to us must be stated by us in the order confirmation.

5. CANCELLATION

1. If the other party wishes to cancel a concluded agreement, 30% of the order price (including VAT) will be charged as a cancellation fee, without prejudice to our right to full compensation for damages, including loss of income.

2. The other party is obliged/able to purchase software maintenance services for an initial term of one year or another term that we allow. After that, the maintenance services will be automatically extended by one (1) calendar year unless the other party gives us written notice of termination at least 30 days prior to the end of the calendar year. If the other party purchases other software licences during the term of validity of this agreement, we will be authorised to modify the annual maintenance term for this extra software and divide the annual maintenance fee proportionately in such a way that these aspects coincide with the original maintenance term and the invoicing period.

6. HARDWARE

1. For the purposes of these conditions 'hardware' is defined as: all moveable property that we sell, other than software.

2. The risk of the hardware will be borne by the other party from the time of delivery onwards.

3. The time of delivery is defined as the time at which we inform the other party that the purchased hardware is ready to be transported.

4. The other party is obliged to check the delivered goods and - where relevant - the packaging, for deficiencies and/or visible damage immediately upon delivery or to carry out this inspection following our notification that the goods are ready for collection.

5. The other party shall note in the delivery note, the invoice and/or the transport documents deficiencies and/or damage to the delivered goods and/or packaging that is present on delivery (or arrange for this to be done), in the absence of which he will be deemed to have approved the delivered goods. Claims in this regard will not be accepted after this time.

6. We reserve the right to deliver in batches (batch deliveries), for which we can send separate invoices.



7. All stated delivery times are approximate unless express written agreement to the contrary has been made. The delivery term will commence as soon as all necessary information and/or security to be provided by or on behalf of the other party is in our possession and/or as soon as we have received any agreed advance payment.

8. If the other party fails to take possession of the goods on delivery, the goods will be stored at the other party's expense and risk. We also reserve the right to sell the goods if the other party fails to take possession of or pay for the goods within 48 hours of notifying the other party by registered letter of his obligation to take possession of and pay for the goods; this will be done at the expense and for the account of the other party and without accepting any liability for any losses suffered by the other party in that regard.

7. TRANSPORT/HARDWARE RISK

1. If the other party does not give us any instructions to the contrary, we will determine the method used for transport, consignment, packaging and so on at our reasonable discretion. Unless otherwise agreed, the other party will accept all of the risk in this regard, including the risk of culpability/negligence on the part of the transport company.

2. Any special requirements of the other party concerning the transport/consignment will only be met if the other party has confirmed that he will defray any additional expenses incurred in that regard.

3. We reserve the right to charge a fee for durable packaging materials as noted in the invoice. If we charge this fee, it will be set off on return of the materials in undamaged condition.

8. SOFTWARE

General

1. Software is defined as all software that we offer the other party in that capacity, including all related goods.

2. All delivered software will remain our property and/or the property of our supplier. The other party will be exclusively granted a user right for the software. The other party is not authorised to dispose of this software or to issue it to third parties for use or inspection. The other party is exclusively authorised to run this software for his own use.

3. The other party is permitted to make copies of the software exclusively for his own use, subject to the condition that the software we have delivered is copied without any modification and that no subsequent modifications are made. The other party will inform us without delay if the software is copied, stating the number of copies and the technical specifications.

4. If all or some of our software comes to be in the possession of third parties owing to the acts or omissions of the other party, the other party will forfeit an immediately payable penalty equal to five times the contract price for the delivered software, without prejudice to our right to full compensation for damages, including loss of income.

Licenses 5. We will supply the other party with the software referred to above exclusively under licence. Through the delivery of the software the other party is granted the non-exclusive, non-transferable right to use it for the agreed period of time. The user right will not commence until the other party has signed and returned to us the "software registration card" and the licensing agreement.

6. The user right is restricted to the other party's normal commercial or professional activities, for use on a computer system in accordance with the conditions of the licensing agreement and the maintenance agreement (if any).

7. If the software producer issues any new updates and/or new releases, we may offer them to the other party in return for payment.



8. The user right also covers the documentation made available to the other party.

9. Unless otherwise agreed, the other party is not permitted:

a. to sell, rent or lend all or part of the software, including the documentation, or any copies of the software or documentation, to third parties;

b. to execute, transmit or store the software without the prior written consent of the software producer;

c. to reproduce the software and/or the documentation for his own exercises, studies or usage;

d. to convert or adapt the software or to modify it in any way;

e. to alter and/or remove any markings in the software and the documentation concerning the manufacture or confidential nature of the software or any reference to the software producer and/or us.

f. to otherwise publicise and/or reproduce the software, including any modifications to it;

g. to install the software on more than one device or to use it in a network;

h. to maintain the software or to have it maintained by third parties;

i. to provide training courses with the software for third parties;

j. to transfer the software to a third party.

If the other party requires information to operate the software or make it compatible with other software, we will if required ask the software producer to provide that information and will communicate the financial and other conditions that this entails.

Inspection

10. We reserve the right at all times to inspect the software that we have delivered for unauthorised use, or to arrange for this to be done by others. The other party will be obliged immediately on our request to cooperate in full with these inspections. We will defray the costs of inspections unless it is established that the other party has failed to meet his obligations to us.

9. INSTALLATION

1. The delivered software can be installed at the premises of the other party on his instructions and at his expense, and maintenance or repair work can be performed there on the hardware and/or software.

2. The work will be carried out during normal working hours. The other party is obliged at all times to ensure that the work can be carried out without interruption at the agreed time.

3. The installation work will be deemed to have been completed:

a. once we have informed the other party verbally that the work has been completed and he has approved the work;

b. eight days after we have informed the other party in writing that the work is completed and he has failed to collect the work within that period.

10. SUPPORT & HELPDESK

1. Unless otherwise agreed in writing, all support and helpdesk services will be charged in accordance with the annual rate indexed on 1 January of each year.

2. We conduct consultancy activities under agreements to perform some of our services. The minimum duration of a consultancy engagement is 2 hours.

3. Travelling time will be charged for consultancy engagements; no charges will be made within a radius of 30 km of our offices. A daily charge of EUR 150.00 will be made outside of a radius of 30 km.



11. EDUCATION AND TRAINING COURSES

1. The parties can agree that we will provide education and training courses for the other party. These training courses will proceed only if there are sufficient participants; this to be decided at our discretion.

We will inform the other party of any cancellations 2 weeks at the latest prior to the planned date and will simultaneously reimburse any payments already made.

2. If the due payments are not received in good time prior to the date of the training course, we reserve the right to exclude the participant in question, without prejudice to our right to full payment.

3. The other party is permitted at all times to replace participants provided that we are promptly informed of this in writing, providing the personal details of the replacement participants.

4. Cancellations must be communicated in writing at all times. In the case of cancellation within 5 days of the commencement of the training course or following an application for a course, the other party will remain liable to us for the full payment of the course fee. In the case of cancellation within 2 weeks prior to commencement, the other party will remain liable to us for the payment of 50% of the course fee, and 20% for cancellation within 3 weeks. For cancellations more than 3 weeks prior to commencement of the training course, the other party will be liable only for the payment of the administration fees of 5% of the price of the training course.

5. We cannot be held liable for any errors and/or viruses in the software in the diskettes or other information carriers issued to the participants.

12. SECONDMENT

1. Secondment involves the provision of qualified personnel to the other party for a certain period of time and at an agreed hourly rate at a place to be determined by the other party.

2. If, with due observance of the above, the other party wishes to extend the agreement, he must inform us of this in writing 1 month prior to the end of the period provided for in article 1.

3. The agreement will only be extended under the same conditions if we agree to the extension in writing before the end of the period provided for in article 1.

4. We guarantee that the personnel in question are sufficiently qualified in relation to the nature and quality of the work to be performed.

5. We undertake to ensure that the personnel in question will be available at the time and place agreed with the other party other than in cases of incidental absence for urgent causes, to be determined at our discretion.

6. The seconded personnel will perform the agreed work under the supervision and responsibility of the other party.

7. If the other party employs the hired personnel to carry out work other than that for which they have been provided, this will be done entirely at the expense and risk of the other party.

8. If there is any reason to do so, to be decided at the joint discretion of the parties, we can replace one or more members of the personnel provided with other employees that are acceptable to the other party.

9. The other party will at all times cooperate in full and provide all information that we consider necessary or useful to carry out the work for which we have been engaged. During the agreed working hours the other party will also grant access to the area and equipment that we need to properly carry out the agreed work.

10. We will take all necessary measures to protect the confidentiality of all data and information provided by or for the other party. We will not disclose such data and information to third parties without the written consent of the other party.

11. The hirer will: - provide the seconded person with a suitable place of work that meets all statutory requirements; - provide the seconded person with all authorisations and cooperation he needs to properly carry out the work and; - to the extent that this is necessary for the performance of the work: grant the seconded person access to all sites, buildings, books and documents.



12. The seconded person is obliged to organise and maintain the rooms, machinery and tools in or with which he has the work carried out in such a way and to put such measures in place for the performance of the work and to provide instructions that can reasonably be considered necessary to prevent the seconded person from suffering loss or injury during the performance of his work.

13. The hirer is liable to the secondment firm and therefore obliged to pay compensation for the loss or injury suffered by the seconded person during the performance of his duties unless the hirer is able to demonstrate that he has met the obligations provided for in paragraph 12 of this article or that the loss or injury can largely be attributed to intentional act or omission or wilful recklessness on the part of the seconded person.

13. INTELLECTUAL PROPERTY

1. All rights of intellectual or industrial property on all software, websites, databases, equipment or other materials such as analyses, designs, documentation, reports, offers, and preparatory materials thereof that are developed or provided under the agreement rest exclusively with us, our licensors or our suppliers. The other party will only obtain such user rights as may be expressly granted under these terms and conditions and the law. All other or further rights of the other party to reproduce the software, websites, databases or other materials are excluded. All rights of use of the other party are non-exclusive and may not be assigned to third parties.

2. If, contrary to the previous paragraph, we are willing to agree to the transfer of a right of intellectual or industrial property, this agreement can be made only in writing and explicitly. If it has been explicitly agreed in writing that rights of intellectual or industrial property with regard to software, websites, databases, equipment or other materials specifically developed for the other party will be transferred to the other party, this will not affect our authorisation to use and commercially exploit the components, general principles, ideas, designs, documentation, works, programming languages and so on for other purposes, without any restriction, either for ourselves or for third parties, Nor will the transfer of rights of intellectual or industrial property affect our right to undertake, for ourselves or third parties, developments that are similar to those carried out or to be carried out for the other party.

3. By entering into an agreement the other party confirms that he will at all times refrain from making any use of the aforementioned intellectual or industrial property rights unless that usage has been approved by us in writing.

4. The other party guarantees to us that the use of information that it has provided to us will not under any circumstances place us in conflict with statutory regulations or the protected rights of third parties. The other party fully indemnifies us against all direct and indirect consequences of third party claims invoked against us by virtue of an infringement of the guarantee referred to above.

14. FORCE MAJEURE

"Force majeure" is defined as follows: All circumstances beyond the control of or unforeseeable by the parties, as a result of which the other party can no longer reasonably be expected to meet his contractual obligations.

1. If the force majeure situation is of a temporary nature (in our judgment), then our obligations under the agreement will be suspended until the situation causing the force majeure situation has ended.

2. If (in our judgment) the force majeure situation is of a permanent nature, the parties can make arrangements for the dissolution of the contract and the implications of this.

3. We reserve the right to claim payment for the part of the agreement already executed before the force majeure-causing situation arose.

4. The party invoking force majeure must immediately inform the other party of this, without prejudice to the suspension provided for under 1.



15. LIABILITY

1. Our total liability for culpable non-compliance with provisions of the agreement is limited to compensation for direct losses up to a maximum of the amount of the price stipulated for that agreement (excluding VAT). If the agreement is principally a continuing performance contract with a term of more than one year, the stipulated price will be set at the total fees (excluding VAT) stipulated for one year. However, under no circumstances will the total compensation to be paid for any direct loss exceed a sum of EUR 100,000 (one hundred thousand euros). Only the following definition applies to direct damage or loss: a. reasonable costs necessarily incurred by the other party to meet his obligations under the agreement; this replacement loss will not however be paid if the agreement is dissolved by or on the demand of the other party; b. reasonable costs incurred by the other party for the need to keep his old system or systems and accompanying facilities operational for longer because we have failed to deliver on a final date of delivery that is binding to the other party, less any savings gained as a result of the delayed delivery; c. reasonable costs incurred to establish the cause and extent of the loss, insofar as this relates to direct losses as provided for in these conditions; d. reasonable costs incurred to prevent or limit losses, insofar as the other party demonstrates that these costs have led to a limitation of the direct losses as provided for in these conditions.
2. Our liability for losses caused by loss of life or physical injury or owing to material damage to property shall never exceed a sum of EUR 500,000 (five hundred thousand euros).
3. Our liability for indirect losses, consequential losses, loss of income, loss of savings, reduced goodwill, losses caused by company stagnation, losses resulting from claims of customers of the other party, corruption or loss of data, losses related to the use of goods, materials or software of third parties that our supplier has prescribed, losses related to the engagement of suppliers that the other party has instructed the main supplier to engage and all forms of losses if any nature other than those provided for in article 1 and 2 this article.
4. The restrictions set out in the above paragraphs of this article will cease to apply if and insofar as the damage or loss is the result of an intentional act or omission or gross negligence on our part.
5. Our liability for culpable non-compliance with an agreement will in all cases apply only if the other party immediately issues proper written notice of default, specifying a reasonable period in which to remedy the non-compliance, and if we continue to culpably fail to fulfil our obligations after that period has expired. The notice of default should contain a description of the non-compliance in as much detail as possible so that we are able to put forward an adequate response.
6. The right to compensation for damages shall at all times be subject to the condition that the other party reports the loss to us as soon as possible following its occurrence. Any claim for compensation for damages against us shall be void after the lapse of 24 months from the date that the claim arose.
7. The other party indemnifies us against all claims of third parties in respect of product liability owing to a fault in a product or system supplied by the other party to a third party and which consisted in part of equipment, software or other materials supplied by us, other than in cases where the other party can demonstrate that the loss was caused by that equipment, software or other materials.
8. The provisions of this article are also applicable in the favour of all persons and legal entities engaged by us for the performance of the agreement.

16. CLAIMS

1. We will only accept written claims that we receive within 14 days of the delivery of the relevant goods or services, precisely stating the nature and the grounds of the complaints insofar as they concern outward appearance or clearly perceivable deficiencies that become apparent during use. Claims concerning other deficiencies must be reported to us, on penalty of the loss of all claims against us, within 14 days of their being established.
2. Claims concerning invoices must also be submitted in writing, and within 14 days of the invoice date.



3. Following expiry of this period the other party will be deemed to have approved the delivered goods or services or the invoice respectively. Claims in this regard will not be accepted after this time.
4. If we find the claim to be well-founded, we will be exclusively obliged as yet to deliver the agreed goods or services or to amend the invoice.
5. The payment obligation of the other party, to the extent that this payment obligation relates to the claim, will only be suspended if and to the extent that the claim is deemed to be well-founded, up to the time at which the claim has been settled.
6. Delivered goods may only be returned with our prior written permission and under the conditions that we stipulate.

17. GUARANTEE

1. With due observance of the restrictions set out below, we issue a guarantee on the products that we deliver for a period to be agreed. This guarantee is limited to defects in the construction, materials or finishing that become apparent during the guarantee period and in respect of which a claim is made in a timely manner. The guarantee does not extend to faults caused to parts of the delivered goods that are subject to wear and tear.
2. In the event of a guarantee claim being made we will either redeliver the article or part free of charge or repair it free of charge or reasonably credit the client with all or part of the invoice value of the article in question, to be decided at our own discretion. Repair or redelivery as provided for above will take place exclusively in the Netherlands.
3. The guarantee will not under any circumstances exceed a period of 6 (six) months.
4. We will not issue a longer guarantee for parts obtained from third parties than that issued to us by this third party.
5. The guarantee will be null and void if the other party and/or third parties it has engaged make inexpert use of the delivered goods.
6. The guarantee will also be null and void if the other party and/or third parties it has engaged carry out work on or make changes to the delivered goods.
7. If we replace parts to meet our guarantee obligations, the replaced parts will become our property.
8. If the other party fails to meet an obligation under the agreement or to meet it in full or on time, we will not be obliged to allow a guarantee claim for as long as that situation continues.

18. CONFIDENTIALITY

Without the consent of the other party, we undertake to refrain from using the information provided by the other party for any purposes other than that for which it was obtained and will not disclose it to any person not involved in the performance of the agreement.

19. RETENTION OF TITLE

1. If the agreement entails or also entails the delivery of an article, the ownership of that article will not be transferred to the other party until it has met all of its obligations to us under or in relation to the agreement to deliver articles or provide services in that context.
2. For as long as the articles that we have delivered are subject to the retention of title, the other party will store them and mark them in such a way that they are identifiable as being the property of the contractor.
3. The other party is obliged to insure goods delivered under retention of title and to keep them insured against fire, explosion and water damage and against theft and to issue the insurance policy to us for inspection on demand.
4. We reserve the right at all times to repossess goods delivered to the other party or its holders under retention of title if the other party fails to meet its obligations to us or meet them in full. The other party will grant all necessary cooperation and access on demand.



5. The other party is authorised to sell or use the goods for its normal course of business, but may not furnish them as collateral or issue them as security for a claim of a third party. In the case of goods that have not been paid for or paid for in full, the other party will be obliged to stipulate the same retention of title as that given in these conditions.

6. As security for the correct payment of all of our claims of any nature whatsoever, we will also acquire - through the mere occurrence of a claim - a non-possessory right of pledge on all of the goods in which the goods we have delivered are incorporated or which form part of them.

The signed order and our written acceptance of it will constitute a private deed as provided for by law.

7. The other party is not authorized to pledge or encumber in any other way the goods covered by retention of title.

8. In the event of third parties imposing an attachment on the goods delivered under retention of title or setting out to establish or invoke any rights to them, the other party is obliged to notify us of this without delay.

20. PAYMENT AND DISSOLUTION

1. Unless otherwise agreed in writing, payment shall be made in cash without discount or setoff or by transferring the payable amount to a bank or giro account that we have designated for that purpose within 14 days of the invoice date. The value day indicated in our bank/giro statements is determinative and is therefore regarded as the date of payment.

2. All payments made by the other party extend first to paying any due interest and the debt collections costs that we have incurred and then to payment of the oldest outstanding invoices. If the other party has issued a direct debit mandate for the payment of our invoices and a collected amount is reversed, the other party will be obliged to pay the invoice amount in question to us by other means and without delay.

3. If the other party:

a. is declared bankrupt, proceeds with the assignment of an estate, makes an application for suspension of payment or if a full or partial attachment imposed on all or some of his property;

b. dies, is placed under administration or dissolved;

c. fails to meet any obligation by law or under these conditions;

d. fails to pay an invoice amount or any part thereof within the set time period;

e. strikes or transfers his business or a significant part thereof, including the contribution of this business to a company to be incorporated or which already exists, or alters the object of his business;

We will have the right by the mere occurrence of the aforementioned circumstances to dissolve the contract without any legal intervention being required and to demand payment in full of any amount owed by the other party for work or deliveries that we have carried out, without any warning or notice of default being required and without prejudice to the rights to compensation for costs, damages and interest.

4. We have the right to outsource claims (or their collection) to a third party.

21 INTEREST AND COSTS

1. If payment has not been made within the period provided for in the previous article, the other party will be in default by operation of law and will be liable from the invoice date for the payment of interest of 1.5% per month (or part of a month) over the outstanding amount.

2. All judicial and extrajudicial costs incurred will be for the other party's account.

The judicial costs comprise all actual costs of legal assistance incurred during legal proceedings that exceed the court-approved scale of costs. The extrajudicial debt collection costs total at least 15% of the amount owed by the other party, including the aforementioned interest.



22. APPLICABLE LAW

All of our offers, agreements and their implementation are governed exclusively by Dutch law.

23. DISPUTES

All disputes, including those which are deemed as such by only one of the parties, arising from or related to agreements to which these general conditions apply or to the general conditions themselves and their interpretation or implementation, of both a de facto and legal nature, shall be referred for adjudication to the civil court with competent jurisdiction in the Oost-Brabant district.

