

Terms and conditions tjecco software bv

A. General

1. Both these terms of delivery conditions and the applicable branch terms and conditions, including periodic amendments hereto, can be downloaded from our website, on: <https://www.tjecco.com/algemene-voorwaarden>. Mentioned conditions are filed under number 68602596 at the Dutch Chamber of Commerce. Under parties is understood tjecco software bv (hereinafter called Contractor) and (potential) client (hereinafter called Client).
2. These delivery terms and conditions apply to all offers made by Contractor, to all purchase and service agreements concluded and to be concluded by Contractor with clients (Client). Services shall be understood to include all present and future services or sale or resale of goods. Our terms and conditions are valid insofar as the branch conditions declared applicable by Contractor are not valid. Deviation from what has been agreed is only possible if Contractor has confirmed this in writing.
3. Rights and obligations arising from the agreements concluded with Contractor cannot be transferred by Client to third parties without our written consent. Provider has the right to change these terms of delivery in the interim. Contractor will inform Client about these change(s) as soon as possible.
4. Unless otherwise stated, our offers are without obligation and non-binding.
5. Any general terms and conditions of our Client are expressly rejected and therefore not accepted.

B. Warranties

1. If supplied materials, equipment, other products or services are involved by Contractor from a supplier, the warranty provisions of the supplier shall apply and only if they do not apply will the warranty provisions as below apply.
2. The Contractor expressly does not guarantee anything other than what is specifically stated in writing in the design (If there is no design, then the proposal applies).
3. Our warranty obligation shall expire if Client, or a third party, makes changes to what has been delivered by Contractor without Contractor's written permission. Contractor also has the right to suspend our possible obligations in this respect until Contractor has been paid in full for the work/delivery in question.

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C. Liability and responsibility

1. The Contractor's responsibility based on attributable failure in the performance of what has been agreed, or responsibility of the Contractor based on any other legal ground, is limited to compensation for direct damage - this in the narrowest sense of the word - and in any case to a maximum of the present invoice amount excluding VAT. If the agreement is a continuing performance agreement, the liability shall in no case exceed the price (excluding VAT) agreed in the relevant agreement for our performance in the two-month period preceding the failure, with a maximum of €5,000.00. The maximum liability applies net of any amounts already credited by the Contractor and both in the event that the damage is covered by our liability insurer and beyond.
2. The Contractor shall only be liable on the grounds of attributable failure after the Contractor has been immediately given written, proper and detailed notice of failure in this regard by the Client, in any case within 48 hours of discovery of the failure.
3. Contractor expressly excludes liability for indirect damages, including consequential damages, intangible damages and lost profits.
4. The above exclusions of liability do not apply insofar as the damage is the result of intent or gross negligence of our management and/or executives.
5. If the Client is granted a suspension of payments - provisional or otherwise -, if bankruptcy is applied for in respect of the Client, or if the Client's company is liquidated or terminated other than for the purpose of reconstruction or amalgamation of companies, the Contractor will be authorized to terminate all or part of the agreement with the Client by written notice with immediate effect, without notice of default and without judicial intervention. The Contractor shall never be obliged to pay any damages because of such termination. If Contractor pays any compensation, it may set this off against outstanding invoices of the Client. Contractor has this right also in case branch conditions may apply.

D. Intellectual property and ownership

1. All intellectual ownership rights to all software, programs of requirements, drawings, designs or otherwise developed or made available under the Agreement, as well as the prepared material relating hereto, belong exclusively to the Contractor. The Client's right of use is not transferable and/or made available to third parties in any way unless the Contractor gives its express written consent.
2. Client shall only use that which has been made available to it for the purpose for which it has been provided. The Client is not permitted to make any adjustments or changes to that which has been developed and/or made available under the Agreement. The Client is not

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permitted to remove or change or otherwise process any indication of intellectual property - in the broadest sense of the word.

E. Continuing performance agreements - subscriptions

1. Continuing performance agreements are entered into and renewed for a period of 3 full calendar years extended by the period from (changed) order (date) or effective date until the end of the current calendar year unless otherwise agreed in writing.
2. Renewals of continuing performance agreements are silent for the same period as initially agreed upon.
3. Periodically, the prices of the continuing performance agreements shall be adjusted if wage and cost price developments warrant it.
4. Continuing performance agreements can only be terminated in writing and up to 3 months before expiration date. Termination as a result of periodic changes in the rate of the duration agreement, as referred to in point 3 of this article, is excluded.

F. Completion, delivery, installation and acceptance

1. Contractor shall provide, deliver and install the deliverables to Client in accordance with the written specifications.
2. The deliverables shall be considered as accepted between the parties:
 - a. When delivered, or
 - b. at the completion of a written delivery if such written delivery has been agreed between the both parties, or
 - c. if the Client has made any actual (substantial) use of the delivered goods before the time of acceptance, the delivered goods will be considered fully accepted from the start of that use.

Acceptance of the delivered goods may not be withheld on any grounds other than what was expressly agreed between the parties in writing, and furthermore not on account of the existence of minor imperfections or errors that do not reasonably prevent (on) delivery, without prejudice to the Contractor's obligation, if any, to rectify these minor errors under the guarantee scheme.

G. Payment and billing

1. In the event of late and/or incomplete payment, Client shall be in breach by operation of law. Client shall then owe interest of 1% per month on the outstanding amount per calendar month. Part of a month will be counted as a full month.
2. Client shall pay each invoice within 14 days from invoice date, without any deduction or discount and excluding the right of compensation.
3. All costs arising from or related to (extra)judicial collections of claims against the Client shall be for the account of the Client. The extrajudicial costs amount to 15% of the (gross) amount to be collected. If the actual costs incurred are higher than 15% of the (gross) amount to be collected, these higher (extra)judicial collection costs shall be for the account of the Client.
4. Invoicing shall take place in accordance with what has been agreed between the parties whereby perpetual agreements as referred to in Article E shall be invoiced annually in advance.

F. Governing law, disputes and competent court

1. The place where Client must fulfill its obligations to Contractor is Contractor's place of business.
2. On all our agreements Dutch law is applicable. The District Court of Almelo in The Netherlands is exclusively competent to take judicial notice of any disputes.