GENERAL DELIVERY AND PAYMENT CONDITIONS

Of the private limited liability company:

Hendrikx ITC BV, with registered seat in Diessen, offices in Tilburg and registered at the Chamber of Commerce of Midden-Brabant, under number 18080938, in the following referred to as "Hendrikx".

As regards the definitions, reference is made to the last page of these General delivery and payment conditions, which list is an integral part of the present conditions.

Article 1. Applicability

1. These conditions are applicable to all quotations, agreements, sales, deliveries, activities, software, products, and services of and/or on behalf of Hendrikx - without pretending to give an exhaustive list - and to the extent it was not expressly established otherwise between parties in writing.

2. Deviations from and/or modifications to and/or in these conditions are only valid to the extent they have been established between parties in writing.

3. The possible annullability and/or voidness of (a part of) these conditions leave the validity of the other provisions from these conditions unconditionally intact. Parties furthermore commit themselves to any practice and/or approach within the sector, unless it is expressly deviated from by (separate) agreement and/or it is established differently in these conditions.

4. In no manner can third parties derive any rights from (the content of these condition.

5. Unless explicitly established between parties in writing, "management", whereby may be intended, for example, periodic patching, upgrades, problem and incident management - without pretending to give an exhaustive list - is not included in activities, software, products, and services provided and/or delivered by Hendrikx and/or on behalf of Hendrikx - without pretending to give an exhaustive list.

Article 2. Offers and prices

1. All offers are non-committal, unless expressly established otherwise in writing and even if a fixed term for acceptance is stated for acceptance. Information from and/or on behalf of Hendrikx in the form of pictures, advertising material, websites, blogs, photos - without pretending to give an exhaustive list - is never binding for Hendrikx.

2. All information and/or specifications in the matter of time units, periods, quantities, content and numbers - without pretending to give an exhaustive list - provided with an offer always applies/apply by approximation and are only binding for Hendrikx if such has been confirmed by them in writing. Hendrikx has the right to deviate from prices quoted before - even if they were already confirmed and/or established in writing - based on unforeseen circumstances, which may be, for example, natural disasters, strikes and/or extreme price increases - without pretending to give an exhaustive list. Such, if between the date of signing of an offer and/pr agreement and the factual date of provision and/or delivery/implementation more than thirty days elapse and/or will have elapsed.

3. If effectively no agreement is concluded between parties, Hendrikx has the right to bill the time and/or costs spent on an offer to the party to which the offer was made. Such, based on a substantiating, written and itemized summary.

4. Offers are made in euros, exclusive of VAT and exclusive of other levies, whether or not by the authorities, unless expressly indicated otherwise in writing.

Article 3. Agreement

1. An agreement between parties is adopted through the acceptance of a written offer made by Hendrikx and/or on behalf of Hendrikx or otherwise through a written confirmation of an agreement by and/or on behalf of Hendrikx. By "acceptance" is intended the issue by client of an unaltered offer, signed for approval, from and/or on behalf of Hendrikx. In all cases it applies that the offer is deemed to correctly and completely represent the content of an agreement and that Hendrikx is able unconditionally to revoke the offer and/or acceptance and/or confirmation and/or can (still) refuse, specifically until 3 business days after acceptance and/or confirmation.

2. Offers pursuant to section 1 have a term of validity of a maximum of thirty days after the day of signing, or that much shorter as is stated in an offer of Hendrikx.

3. In the exceptional cases in which client grants his or her assignment to Hendrikx verbally, a subsequent written confirmation on the part of and/or on behalf of Hendrikx is deemed to correctly and completely represent the content of the agreement. Such, unless client informs Hendrikx forthwith, though no later than within 3 business days after the date of signing of a written confirmation, in writing of his or her objections against such confirmation.

4. Hendrikx reserves itself the right to deploy third parties for the implementation of agreements concluded by them. Unless established otherwise in writing, it is not permitted to client to pass on and/or set off activities and/or expenses of him or her or of third parties - on any account whatsoever - to/against Hendrikx.

Article 4. Provision and delivery

1. Terms submitted by and/or on behalf of Hendrikx always apply by approximation and never are strict time limits. Terms commence on the date on which Hendrikx has confirmed an agreement in writing, or it turns out otherwise that the established term(s) started. Such, on condition Hendrikx at such time have at their disposal all data and/or information required to comply without delay with the obligations that flow from an agreement on the part of Hendrikx.

2. If provision, completion or delivery by and/or on behalf of Hendrikx does not occur on and/or within an established date and/or term, then Hendrikx only falls into default after client has ordered Hendrikx in writing to still comply within a reasonable term with their obligations flowing from an agreement concluded between parties.

3. Client cannot cancel and/or rescind an assignment on account of the overrunning of a term. Such also applies for a refusal to receive activities, software, products, and services - without pretending to give an exhaustive list - offered by and/or on behalf of Hendrikx. Client is not entitled to compensation of damages - in any form whatsoever - in case of the overrunning of a delivery term.

4. If a provision, delivery or completion, such in the widest sense of the term, requires more time than established between parties, or - in the absence of explicit arrangements in the matter - requires more time than can be called "reasonable and fair", due to circumstances that can be directly and/or indirectly attributed to client, then the costs and/or damage that flow from such delay(s) are borne by client.

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5. If no concrete terms have been established, client will have to receive no later than within 30 days after a written confirmation by and/or on behalf of Hendrikx, that software, products, and services - without pretending to give an exhaustive list -are ready for provision or delivery.

6. Software, products, and services - without pretending to give an exhaustive list - ordered by client that 30 days after confirmation of readiness and/or availability by and/or on behalf of Hendrikx have still not been received can in such case be immediately and fully billed to client in such case.

Article 5. Additional and/or reduced work

1. Modifications to this agreement, as regards additional work, must - with the exception of the following provision - be established in writing. Included in additional work generally are all activities effectively conducted in addition by Hendrikx, performances delivered, hours spent, software provided and/or delivered in addition by Hendrikx, that were not explicitly stipulated in this agreement. Included in reduced work is exactly the opposite of what is described above.

2. If it turns out before and/or during the implementation of this agreement that one or several modifications must be implemented to the originally established (quantity of) activities, performances, hours to be spent, software to be provided and/or delivered, products, and services - without pretending to give an exhaustive list - Hendrikx has the right based on growing insights to unilaterally implement those modifications and to bill/settle such modifications as additional work. Hendrikx is not obliged to accept additional work, whether or not pursuant to a separate agreement.

3. Such minor deviations as are customary in the sector and/or technically inevitable, as intended in this article, do not constitute grounds for an appeal to a shortcoming and a possible consequent appeal to compensation of damages by and/or on behalf of client.

4. Hendrikx has the right to pass on costs involved in additional and/or reduced work on to client. Reduced work, however, expressly does not constitute unconditional grounds for the limitation of prices and/or quantities originally offered and/or established, if the reduced work flows from changes by and/or on account of the authorities, in case of deviations with regard to information - such in the widest sense of the term - that can be directly and/or indirectly attributed to client and in case it regards software, products, and services - without pretending to give an exhaustive list - developed and/or costs incurred especially for client.

5. In case of a difference of 10% or less between the established prices and/or quantities, whether or not in the form of hours to be spent and/or spent by and/or on behalf of Hendrikx, and the effectively fewer provided and/or delivered prices and/or quantities, Hendrikx is deemed to have fully and unconditionally complied with their obligations and expressly no right arises for client to (partial) crediting and/or refunding.

Article 6. Obligations client

1. Client makes sure that:

-   any permits, exemptions and/or circumstances required for the development, provision and/or delivery of software, products, and services - without pretending to give an exhaustive list - are timely provided and/or created;
-   generally no circumstances occur that may result in a potential delay;
-   apparent errors and/or gaps and/or defects in software, products, and services - without pretending to give an exhaustive list - to be developed and/or developed by and/or on behalf of Hendrikx based on information provided by client, are immediately communicated to Hendrikx.

2. Delays, extra activities, extra materials, extra time, generally all factors and/or circumstances that can be blamed directly and/or indirectly on client and/or third parties on his or her behalf, that have occurred through an action or omission, are borne by client. Client is furthermore obliged to (demonstrably) limit damage as much as possible.

Article 7. Complaints

1. In case of a complaint found legitimate by Hendrikx after delivery by Hendrikx, they have the right to restore the imperfections within a reasonable term, such on the basis of a written, detailed statement and substantiation of the complaint by client. Hendrikx is not bound, however, to compensate any damage flowing directly and/or indirectly from a complaint found legitimate, barring in the event of willful intent and/or gross fault.

2. In case client contends that the characteristics of the software, products, and services - without pretending to give an exhaustive list - provided and/or delivered by and/or on behalf of Hendrikx deviate from the characteristics established in writing - outside the margins explicitly permitted in deviations - an expert's investigation may be ordered. The expert is designated by parties in mutual consultation. The expert's report is requested no later than within 30 days after the date of signing of the discovery. In case votes tie, Hendrikx appoints an expert. The costs of the expert's investigation are borne by the party that is (largely) ruled against.

3. Complaints, as well as such expert's investigation as may flow from it, never constitute a right for client to suspend payment obligations.

4. A claim/complaint from and/or on behalf of client on account of this article, lapses unconditionally and without any further announcement by and/or on behalf of Hendrikx, if within 90 days after the facts and/or circumstances on which the claim/complaint of and/or on behalf of client is based and has been demonstrably notified to Hendrikx in writing as well, the claim/complaint has still not been filed with a judicial authority.

Article 8. Intermediate rescission agreement/termination in incomplete state

1. Hendrikx reserves itself the right to suspend their obligations and/or to unilaterally rescind this agreement and/or to deliver in an incomplete state, if:

   - progress is delayed for more than 8 calendar weeks by an action and/or omission by and/or on behalf of client, counted from the originally established moments and/or dates of evaluation;
   - client does not correctly comply with any (payment) obligation flowing from an agreement between parties and/or software, products, and services - without pretending to give an exhaustive list - have not and/or not timely been purchased by and/or on behalf of client and/or received, without requiring a prior default notice;
   - it turns out before and/or during the implementation of an assignment by Hendrikx on the basis of an agreement between parties, that the implementation due to one or several causes that cannot be blamed on Hendrikx cannot proceed or can only proceed in a modified manner. Hendrikx has the right in such case (whether or not in consultation with client) to conscientiously adapt the remaining implementation of an agreement to the circumstances, or to terminate an implementation in an incomplete state;
   - client and/or entities directly and/or indirectly affiliated with him or her become and/or threaten to become insolvent;
   - client transfers the property of his or her company entirely or partially;

- a creditors' arrangement is initiated, whether or not amicably;
- an attachment is levied on client and/or on entities directly and/or indirectly affiliated with him or her;
- a credit facility is cancelled;
- it turns out that client and/or a third party on his or her behalf has deliberately provided incorrect and/or incomplete information;
- compliance with (payment) obligations is generally compromised in any manner.
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2. Measures which Hendrikx must take in cases as intended in this article may be settled and/or invoiced as additional work, as well as the damage that Hendrikx incurs as a result of the intermediate rescission and/or termination.

3. In case of rescission and/or termination of an agreement in an incomplete state, Hendrikx is additionally entitled, besides the amount already invoiced at such time which becomes instantly and entirely payable, to an amount in the size of 30% of the total order amount, such in addition to and increased by the compensation (of damages) described in the previous section.

4. Claims of Hendrikx on what is otherwise owed in the matter of an agreement and/or effective arrangements by client remain in force unaltered.

5. Also in the event there is no situation as described in this article, Hendrikx can cancel an agreement in writing and unconditionally, while stating grounds and with a reasonable notice period, if an agreement by nature and substance does not end after provision and/or delivery and/or through completion and/or through the simple expiry of a contract period.

6. It is not permitted to client to prematurely cancel a fixed-term agreement that solely and/or mostly regards hours to be supplied by and/or on behalf of Hendrikx and/or the provision of persons/collaborators because of their (technical) skills and know-how.

7. In cases as intended in the previous sections, followed by a rescission and/or termination of an agreement in an incomplete state, all claims of Hendrikx and all obligations of client towards Hendrikx will become immediately, entirely, and instantly exigible.

Article 9. Liability

1. Client is exclusively responsible for the correctness and completeness of all information provided by and/or on behalf of him of her. Any possible errors and/or imperfections in software, products, and services - without pretending to give an exhaustive list - to be created and/or created and/or to be provided and/or provided and/or to be delivered and/or delivered by and/or on behalf of Hendrikx as a result of incorrect and/or incomplete information, materials, documents - without pretending to give an exhaustive list - provided by and/or on behalf of client are entirely and exclusively at the expense and risk of client.

2. Hendrikx is not liable for:

  - direct and/or indirect (consequential) damage, also including damage as a result of stagnation in activities and/or planning of and/or on behalf of client, reduced goodwill, claims by contracting parties of client, lost profit(s), destruction and/or loss of data and/or other kinds of information provision - without pretending to give an exhaustive list;
  - damage due to an incomplete and/or incorrect implementation of products and/or services delivered by and/or on behalf of Hendrikx.

3. If and to the extent Hendrikx were to be subject to any liability, then such liability is limited at all times to the damage amount for which Hendrikx is insured in the matter. In case no (successful) claim can be made by and/or on behalf of Hendrikx on an insurance, the liability of Hendrikx is limited to a maximum of the amount of the order regarding the relevant software, products, services and/or hours - without pretending to give an exhaustive list. In addition, the other provisions from these General delivery and payment conditions in the matter of liability, as well as regarding the rights and obligations of the parties concerned, are fully effective.

4. In case of a continuing performance agreement, with a duration of more than an entire calendar year, the liability of Hendrikx is limited to half of the total fees they would have invoiced to client with regard to a maximum of an entire calendar year. Such with a maximum of € 50,000 (in words: fifty thousand euros).

Article 10. Privacy and the General Data Protection Regulation (GDPR)

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1. Client unconditionally agrees that Hendrikx possibly makes use of third parties upon the implementation of this agreement. Also in those cases, the provisions from this agreement are fully effective.

2. If in the context of the implementation of this agreement it is necessary for Hendrikx to provide (personal) data to these third parties, whereby Hendrikx must be deemed the data controller, or in case a legal obligation to such effect exists and/or if a legitimate interest to do so exists, Hendrikx will conclude a separate processor agreement with this third party within the framework of the GDPR, unless this is not necessary on grounds of a (legal) arrangement. The obligation above also applies inversely, that is, in a situation in which client, in contrast, must be deemed the data controller.

3. Client immediately informs Hendrikx upon first request in writing regarding the manner in which he or she implements his or her legal obligation in the field of the protection of personal data.

4. Client safeguards Hendrikx against claims by and/or on behalf of entities of which (personal) data have been processed and/or are processed on grounds of the law. Unless client proves that the facts and/or circumstances on which those claims are founded can be attributed exclusively to Hendrikx.

5. Responsibility for the (processing of) data that is involved in the software, products, services - without pretending to give an exhaustive list - to be provided and/or to be delivered and/or delivered by Hendrikx lies exclusively with client. Client unconditionally guarantees that the content, the use and/or the processing of the relevant (personal) data is/are not unlawful and does/do not violate any third-party right. Client safeguards Hendrikx against any third-party claim, on any account whatsoever, in connection with these data and/or the implementation of an agreement.

6. Hendrikx will in the matter of (information) security take measures that correspond with the requirements established by the law on data protection 'Wet Bescherming Persoonsgegevens' (Wbp) for this. Such under the proviso that security is compliant with the level that, in view of the state of the art at such time, can be termed "reasonable" and that in view of the sensitivity of the (personal) data and the costs associated with the specific security is not unreasonable.

7. Client declares to agree to be included in a mailing file of Hendrikx in order to make it possible to be contacted by e-mail and/or through another medium, for example with facts from the sector and/or (other) interesting information. Client can have himself unsubscribed in the matter.

8. Privacy-sensitive information will be removed and/or deleted by Hendrikx no later than seven years after the date on which a relation and/or assignment and/or agreement has been terminated/completed.

Article 11. Force majeure

1. In case of force majeure, Hendrikx has the right to annul and/or cancel an agreement and/or to suspend their obligations (whether or not partially). By "force majeure" is intended a situation in conformity with article 6:75 BW (Civil Code) and as an addition thereto must be deemed force majeure, amongst other matters, a stoppage of the supply of raw materials and/or materials, malversations with regard to machines and/or equipment and/or hardware and/or software, unavailable means of transportation and/or shipping, government measures, war, technical malfunctions, understaffing, situations in which suppliers/trading partners of Hendrikx are in default - without pretending to give an exhaustive list - with the result that delays occur in the regular development and delivery or completion process on the part of Hendrikx and/or their suppliers/trading partners.

2. In case Hendrikx upon entry into effect of the force majeure has already partially complied with their obligations in conformity with an agreement and/or has already partially provided and/or delivered or completed, they have the right to separately invoice what was already implemented and/or to be provided and/or was provided and/or to be delivered and/or delivered and client is unconditionally bound to timely settle those invoices, as if they were invoices based on a separate agreement.

Article 12. Secrecy, confidentiality, and intellectual property

1. Client commits himself unconditionally to the confidential treatment/secrecy of all information and documentation - without pretending to give an exhaustive list - were handed over to him or her, as well as to all entities directly and/or indirectly affiliated with him or her, and/or were provided to him or her in the context of (the implementation of) an agreement, such in the widest sense of the term. Confidential information and documentation - without pretending to give an exhaustive list - will only be used for the purpose they were provided for. Information and documentation - without pretending to give an exhaustive list - is labelled as confidential - in case of reasonable doubt - in any event if Hendrikx and/or a third party authorized to such effect on their behalf, designates the information and documentation - without pretending to give an exhaustive list - as such. The latter occurs as much as possible by way of "zipped" files, secured by password.

2. The obligation pursuant to section 1 furthermore spans intellectual property rights, copyrights, trademarks and trade names - without pretending to give an exhaustive list - to the software, products, and services provided and/or developed and/or delivered in the context of an agreement by Hendrikx. Those property rights, copyrights, trademarks and trade names - without pretending to give an exhaustive list - remain exclusively reserved to Hendrikx and/or third parties from which Hendrikx obtained the right of use. To the extent necessary for use and/or processing by client of software, products, and services - without pretending to give an exhaustive list - provided and/or developed and/or delivered by Hendrikx, Hendrikx grants client in writing a limited, non-exclusive, and non-transferable right to the sole use of that specific information, also including intellectual property rights, copyrights, trademarks and trade names - without pretending to give an exhaustive list - that the software, products, and services provided and/or developed and/or delivered are subject to. It is furthermore prohibited to client to issue a sub-license for the intellectual property rights, copyrights, trademarks and trade names - without pretending to give an exhaustive list.

3. Information in the form of drawings, technical descriptions and schemes, overviews, diagrams, and designs and/or calculations - without pretending to give an exhaustive list - and whether or not with regard to information that is subject to copyrights, provided and/or drawn up by and/or on behalf of Hendrikx, remain the (intellectual) property of Hendrikx and may, furthermore, not be shown by a (potential) client to third parties, for example with the purpose of asking and/or offering and/or obtaining, based on that information, a comparable quotation and/or assignment. The prohibition generally applies as regards the objective of obtaining any advantage - in any form whatsoever - with the aid of that information for himself or for third parties on his/her behalf.

4. If ultimately no agreement were to be adopted between parties, the party to which information was provided is unconditionally obliged to return the information to Hendrikx and to destroy copies and/or extracts, specifically within fourteen days after Hendrikx has requested such in writing. This obligation must also be complied with, also without an explicit written request to such effect, specifically within three months after an offer from which eventually no agreement and/or arrangements flowed, including partial acceptance.

5. If Hendrikx is willing to carry out the transfer (of property) of intellectual property rights, copyrights, trademarks and trade names -without pretending to give an exhaustive list, such transfer can only be established in writing. Such a transfer never means that the right and/or the option of Hendrikx to continue to use the components, general principles, ideas, designs, documentation, works, algorithms, programming languages, and protocols - without pretending to give an exhaustive list - on which those intellectual property rights, copyrights, trademarks and trade names - without pretending to give an exhaustive list - are founded, themselves and/or to (further) develop such, is/are limited in any manner. Hendrikx can and may continue to use and/or exploit the components, general principles, ideas, designs, algorithms, programming languages, and protocols - without pretending to give an exhaustive list - on which that development is based for other purposes as well. Nor does a transfer impair the right of Hendrikx to do research and/or to implement developments which are equal to and/or derived from transferred intellectual property rights, copyrights, trademarks en trade names -without pretending to give an exhaustive list.

6. On the one hand, Hendrikx has the right at all times to (let) indicate or, on the contrary, (let) remove their name in and/or on and/or with a product and/or service. If Hendrikx has applied indications in and/or on and/or with software, products, and services - without pretending to give an exhaustive list - provided and/or developed and/or delivered by and/or on behalf of them evincing that they have the intellectual property rights thereto, than these may not be removed and/or altered without their written consent. On the other hand, it is not permitted to client to remove and/or to alter any indication in and/or on and/or with a product and/or service, whether or not with regard to the confidential character of intellectual property rights, copyrights, trademarks and trade names -without pretending to give an exhaustive list.

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7. Even if an agreement does not expressly provide for an authorization for such, it is permitted to Hendrikx to apply a (technical) facility to protect their general principles, ideas, designs, algorithms, programming languages, and protocols - without pretending to give an exhaustive list. It is not permitted to client to remove and/or alter that (technical) facility.

8. Hendrikx safeguards client against any legal claim by third parties that is based on the contention that software, websites, data files, devices, and other materials - without pretending to give an exhaustive list - developed by Hendrikx violate(s) an intellectual property right of those third parties, on the condition that client informs Hendrikx forthwith in writing regarding the existence and the substance of the legal claim and leaves the handling of the case, also including such settlements as may be reached, entirely to Hendrikx. To such purpose, client will provide/grant the authorizations, information, and assistance required to Hendrikx in order to, if necessary in name of client, properly mount a defense against these legal claims. This obligation lapses if it turns out that the legal claim was filed as a result of culpable actions and/or omissions on the part of client and/or the violation is related to information provided by and/or on behalf of client and/or if changes have been applied by and/or on behalf of client to the software, websites, data files, devices, and other materials - without pretending to give an exhaustive list.

9. Client safeguards Hendrikx against any claim by and/or on behalf of third parties that is based on the contention that software, information, documentation, websites, data files, devices, and other materials - without pretending to give an exhaustive list - provided by and/or on behalf of client to Hendrikx and/or third parties on his or her behalf violates intellectual property rights, copyrights, trademarks and trade names - without pretending to give an exhaustive.

10. Client will during the term of an agreement and subsequently for an entire calendar year after termination of an agreement - regardless of the grounds for termination - only be allowed to employ collaborators or other persons who have been directly and/or indirectly involved in the implementation of this agreement, or let them work for him otherwise directly or indirectly, following the prior written consent of Hendrikx.

11. Upon violation of what is established in this article, client forfeits an immediately and instantly payable fine of € 25,000 (in words: twenty-five thousand euros) per violation and € 500 (in words: five hundred euros) for each day that the violation continues. Such, without Hendrikx being bound to demonstrate their damage and without prejudice to the right of Hendrikx to claim compensation of damages.

Article 13. Risk and (extended) retention of title

1. Software, products, and services - without pretending to give an exhaustive list - provided and/or delivered by and/or on behalf of Hendrikx fall to the expense and risk of client immediately after provision and/or delivery. Such, as regards the risk of loss, theft, embezzlement, computer hacks and/or damaging - without pretending to give an exhaustive list.

2. In case of property rights, software, data files and/or other types of information that cannot be physically defined - without pretending to give an exhaustive list - whether or not created and/or used in the context of the implementation of an agreement, the risk passes to client as soon as he or she acquires the factual control thereof.

3. All software, products, and services - without pretending to give an exhaustive list - to be delivered and/or delivered by Hendrikx remains/remain the property of Hendrikx, until client has complied with all his or her obligations from an agreement. This even if there is an obligation for release and/or transfer. Such applies as well as regards claims of Hendrikx on account of the falling short in complying with an agreement and/or if a dispute is pending at an arbitration committee or the regular court of law. Hendrikx expressly establishes an extended retention of title with client and with entities directly and/or indirectly affiliated with him or her, meaning that in case of non-payment, whether or not as a result of an insolvency on the part of client, the retention of title also includes the function of security for the payment of software, products, and services to be provided and/or provided and/or to be delivered and/or delivered - without pretending to give an exhaustive list - and claims directly and/or indirectly related thereto. Thus expressly including as well software, products, and services - without pretending to give an exhaustive list - that have at such time been paid already.

4. It is not permitted to client to pawn software, products, and service - without pretending to give an exhaustive list - delivered by and/or on behalf of Hendrikx and/or to give a third party any right thereto for as long as the property of such software, products, and services - without pretending to give an exhaustive list - have not been transferred to him or her.

5. Client commits himself to insure and keep insured software, products, and services - without pretending to give an exhaustive list - provided and/or delivered, against, for example, damage through fire, water, computer hacks and/or (digital) theft - without pretending to give an exhaustive list.

6. Such regardless of whether client has already paid the relevant software, products, and services - without pretending to give an exhaustive list.
Client commits himself to present proof of insurance to Hendrikx upon first request.

7. Client grants unconditional and irrevocable permission to Hendrikx, or to such third party as is to be designated by Hendrikx, in all cases in which Hendrikx wishes to exercise their (property) rights, to enter all those areas where the "property" of Hendrikx is located and to take with them or back such software, products, and services - without pretending to give an exhaustive list - whether or not in digital form.

Article **14. Payment, interest, default, and security**

1. Unless established otherwise and without prejudice to the right to demand payment in advance and/or security for the payment of their invoices and/or claim(s), payment must be received by Hendrikx within 30 days after invoice date.

2. In case client leaves unpaid a payable invoice and/or exigible invoice, all invoices and/or claims addressed at the same client and/or at entities directly and/or indirectly affiliated with him or her, are immediately exigible, thus regardless of the due dates of those invoices. Instant and general exigibility also arises in case of the insolvency of client and/or of entities directly and/or indirectly affiliated with him or her and/or in situations in which Hendrikx has a reasonable doubt regarding the correct compliance with (payment) obligations by and/or on behalf of client.

3. Hendrikx reserves itself the right to suspend and/or cease their activities and/or deliveries if a payable invoice and/or claim is left unpaid by client and/or Hendrikx otherwise has reasonably doubt regarding the correct compliance with (payment) obligations by and/or on behalf of client, until a down payment and/or other type of (financial) security has been received.

4. In case of non-payment within the established strict time limit, Hendrikx has the right to (let) bill 1% per month in the matter as debit interest to client, such as from the due date of an invoice and/or the day of a claim becoming exigible, as well as all costs associated with getting juridicially- and/or extrajudicially collected their total claim.

Such, based on a fixed rate of 15%, calculated over the total exigible claim increased by the debit interest due jointly, such with a minimum of € 500 (in words: five hundred euros). In case the interest rate that can be claimed pursuant to the law is higher than the rate of 1% per month, then the legal (commercial) interest rate applies in conformity with article 6:119A BW (Civil Code), also in the event such is obligatory on grounds of the law.

5. In case interest and/or (extra-)judicial (collection) costs are owed, the payment of a later interest date made by and/or on behalf of client, is consecutively deducted to settle the (extra-)judicial (collection) costs owed, the interest, and finally the principal sum. The latter in the order of invoicing date and/or the date of exigibility, and such regardless of reference(s) submitted with a payment.

Article 15. Battle of forms

1. These General deliver and payment conditions expressly prevail over (the content of) delivery, purchasing, payment conditions - whatever they are called - of client and/or third parties on his or her behalf, regardless of the moment on which these General delivery and payment conditions were provided to client and/or client could have been familiar with (the content of) these General delivery and payment conditions. Thus expressly as well if it turns out that client provided his or her general delivery, purchasing, payment conditions - whatever they are called - to Hendrikx before.

Article 16. Applicable law and choice of court

1. To an agreement between Hendrikx and client, Netherlands legislation is exclusively applicable. The applicability of the Vienna Commercial Convention is expressly excluded and only applies if such has been explicitly established between parties in writing.

2. Disputes, such in the widest sense of the term, will be submitted for settlement to the court of law of Oost-Brabant. Unless from the nature of the dispute a preference of Hendrikx results for a different court/judicial authority and/or unless mandatory legislation prohibits such.

3. In derogation to section 2, only Hendrikx has the right to submit a dispute for resolution to the arbitration body 'Stichting Geschillenoplossing Automatisering' in The Hague based on the arbitration regulation effective in such case. If Hendrikx chooses for an arbitration procedure, they can nevertheless make an appeal to the preliminary injunctions court as regards the precautionary measures that are to be taken.

Article 17. Final provisions

1. Hendrikx reserves itself the right to unilaterally implement changes to these General delivery and payment conditions, to the extent client has not expressly and demonstrably contested the announced change(s) within fourteen days after the intention to such effect has been (demonstrably) notified to him or her by e-mail and/or by regular mail.

2. These General delivery and payment conditions have as their purpose, among other matters, to describe arrangements to be made between parties beforehand, as completely as is reasonably possible, also as regards the eventual non-compliance with those arrangements. Concretely, parties will in the event of differing interpretations/explanation of a concrete provision from these General delivery and payment conditions, always try as much as possible to reach a settlement in mutual consultation in the matter.

3. Wherever nevertheless a difference in the interpretation of a concrete provision from these General delivery and payment conditions continues to exist between parties, Hendrikx has a casting voice in the matter of the interpretation/explanation of that provision and the other provisions from these General delivery and payment conditions will remain fully effective.

4. If one or more provisions from these General delivery and payment conditions is/are declared void and/or invalid and/or pursuant to mandatory law will not have any (legal) force (anymore), such circumstance will not have any impact on the applicability, scope, and substance of the other provisions from these General delivery and payment conditions.

DEFINITIONS

- **Offer**: an offer made by and/or on behalf of Hendrikx, such as a quotation, cost estimate, price quotation - without pretending to give an exhaustive list;

- **Assembler**: a computer program that converts assembly language into machine code(s);

- **Beneficiary**: a natural person or another legal entity to whom Hendrikx and/or a third party on their behalf pursuant to a written agreement provides a right of use and/or property of software. Also see in this context "user", "licensee" and "client";

- **Source code(s)**: a collection of computer instructions, written with the aid of a (programming) language readable by people. Such, including all documentation and/or instructions - without pretending to give an exhaustive list - necessary for the maintenance, interpretation, compilation, and installation of the relevant code(s);

- **Compiler**: a computer program that translates software written in a source language into a semantically equivalent program/into a target language;

- **Purposes of continuity**: purposes in order to assure/guarantee a beneficiary an uninterrupted use/access of/to software provided by and/or on behalf of Hendrikx;

- **Services**: actions that are directly and/or indirectly related to the delivery of products, but also to actions and/or activities conducted by and/or on behalf of Hendrikx;

- **Target language**: the language into which is translated from a source language;

- **Dual deposit**: the placement/"depositing" of information in two geographically separated locations;

- **Continuing performance agreement**: an agreement whereby the parties concerned commit themselves during a (prolonged) period to deliver/purchase performances;

- **Escrow agent**: the party to/at whom a source code is transferred/delivered - whether or not electronically - for safekeeping/control;

- **Escrow Deposit Form ("EDF")**: a document including a list with the source code(s) which are deposited/places/stored for the benefit of a user;

- **Escrow agreement**: the underlying agreement between Hendrikx, the beneficiary, and the party that is charged with the actual assurance, availability, and retention obligation;

- **User**: the party whose source codes are transferred/delivered to an escrow agent for safekeeping/control. Also see in this context "beneficiary", "licensee" and "client";

- **Zipped**: compressed;

- **GPLv3**: generic open-source software (in addition to which and/or besides which software was developed and was/is provided by and/or on behalf of Hendrikx and to which Hendrikx wishes to establish their (property) rights by way of a separate license agreement);

- **Hendrikx**: the legal entity that took care, takes care and/or will take care of the provision, development and/or delivery/deliveries of software, products and/or services - without pretending to give an exhaustive list - from/to a user/client/purchaser, or that made an offer to such effect and/or was asked to make an offer to such effect. Also if such did not, does not, or will not take place by them but on their behalf;

- **Information**: drawings, technical descriptions and - schemes, summaries, diagrams and designs and/or calculations - without pretending to give an exhaustive list;

- **Licensing**: a permission granted by Hendrikx to be allowed to use a (right of use to) software;

- **Client**: the legal entity to which was, is and/or will be provided (rights of use to) software, products and/or services. Also see in this connection "beneficiary", "user", and "licensee";

- **Medium**: the data carrier(s) on which source code(s) is/are supplied and/or saved and/or the manner in which the (electronic) transfer of source code(s) takes place;

- **Additional work**: extra activities, performances, hours to be spent/spent and/or software, products and/or services to be delivered and/or delivered - without pretending to give an exhaustive list - and/or generally investments by and/or on behalf of Hendrikx, which are added on top of the quantities/scope established between parties by (basic) agreement;

- **Module**: a component of a bigger whole, which in its turn consists of several components;

- **Object code**: a series of instruction in machine language and/or a representation generated by a compiler and/or assembler after translating a source code;

- **Maintenance obligation(s)**: the terms and/or conditions, as established in a license and/or escrow and/or management agreement, pursuant to which Hendrikx or a third party on their behalf commits itself to (let) take care of the maintenance of software and/or a product and/or service - without pretending to give an exhaustive list - for the benefit of a contracting party;

- **Delivery**: the moment when Hendrikx designates (a) software, product and/or service to be delivered as being "ready" and transfers such work to a contracting party;

- **Agreement**: written arrangements adopted between parties evincing consensus;

- **Parties**: legal entities directly and/or indirectly involved in offers, applications, arrangements, obligations and/or agreements;

- **Products**: the movable goods and/or services and/or software to be delivered and/or delivered and/or to be developed and/or developed by and/or on behalf of Hendrikx - without pretending to give an exhaustive list - with regard to which an offer was requested and/or made and/or are directly and/or indirectly related to such and/or an agreement will be and/or has been concluded between parties;

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- **Software**: a collection of computer programs that is required for application to and/or in a certain system of one or several computers and/or the associated devices, or as an addition to and/or besides (GPLv3)-software, documentation, products and/or services - without pretending to give an exhaustive list. In general all aspects and information (carriers) directly and/or indirectly involved in the import and/or export of information - without pretending to give an exhaustive list;

- **Release policy**: the manner in and/or the frequency with which Hendrikx and/or third parties on their behalf provide new modules and/or updates, instead of or otherwise as an addition to software provided and/or delivered by them before;

- **Written confirmation**: an e-mail with confirmation of receipt or a letter that was demonstrably provided to an addressed party, or the content of which at least is known to the addressed party, or at least can reasonably be known to them;

- **Scope and out of scope**: what does or does not fall, respectively, under the arrangements established between parties by way of a written agreement;

- **Semantic/semantics**: the doctrine that deals with the meaning of symbols.