5. **General**

5.1 These General Terms and Condition shall, to the exclusion of all terms and conditions of third parties, govern all services rendered by each company of the Corvers Group (the relevant company hereafter designated as “Corvers” and those companies together as the “Corvers Group”) to a third party (the “Customer”) and all services involving any kind of preparatory or executive nature, such as quotations, confirmation orders, service descriptions, license agreements and time schedules, except where these General Terms and Conditions specify otherwise.

5.2 Deviating conditions only apply to the extent that Corvers expressly and orally has agreed to them in writing, and they shall apply exclusively to the agreement(s) for which Corvers has accepted the deviating conditions.

5.3 The prices and fees for Corvers’ services shall be reported in the quotation. All prices and rates shall be final, and the Customer shall be bound by them unless specified otherwise in the quotation.

5.4 All quotations shall be free of obligation, unless the quotation specifies a period of validity. All quotations contain industrial secrets and must be treated as confidential and be used only for assessment purposes. Except to the extent necessary for the purposes of assessment or where expressly permitted by law, no kind of reproduction or publication, in terms of the 1952 Copyright Act (Wet der Werkgang), of (parts of) a quotation shall be prohibited, in whatever shape or form this reproduction and/or publication may take place.

5.5 All prices and rates may be adjusted at any time on the grounds of price and rate adjustments by third parties and, without prejudice to any other rights (such as its right to suspend its obligations pending the provision of such security), Corvers has the right to terminate a contract if payment is no longer guaranteed. If after notification of default, the Customer still fails to pay the claim, the claim may be passed to a third party for collection, in which case the Customer shall also be obliged to pay in full all the (extra-) judicial costs connected with the recovery of the amount owed by the Customer, in addition to the amount owed. Such costs shall be claimed in accordance with the Dutch Bar Association’s recovery rates (Incarassantif van de Nederlandse Orde van Advocaten).

6. **Retention of title**

6.1 Goods delivered to the Customer in relation to the (results of) these services, such as diskettes and c-roms, shall remain the property of Corvers until all amounts owed by the Customer for the goods (to be) delivered and the services (to be) performed pursuant to the agreement, including all interest and collection costs, have been paid in full. Where applicable, property rights shall be granted or, in some cases, transferred to the Customer on the condition that the Customer pays the agreed fees in full and on time.

7. **Additional work**

7.1 Additional work, for which a fee may be charged, shall be deemed to exist if:

a. if, as a result of the part of the Customer, the prices as originally agreed are increased or expanded;

b. if amendments are made to the conditions concerning the performance of the agreement, the time and expense plan and/or the specifications;

c. if there are any circumstances which give rise to price increases, provided that Corvers cannot be held responsible for the occurrence of such circumstances;

d. if the Customer defaults in the performance of any of the conditions under the agreement, and, as a result, Corvers’ services as originally agreed are increased or expanded.

7.2 Additional work shall be charged on the basis of final cost calculation, unless specified otherwise in the quotation.

8. **Liability**

8.1 Corvers’ liability towards the Customer shall only extend to compensation for direct losses, and any liability that might exist on Corvers’ part to compensate all losses, costs or payment obligations in connection with any agreement with the Customer shall be limited to the lowest of the two following amounts: an amount of €1,000 or the total amount of the agreed price for the services rendered, activities and/or deliveries commissioned from Corvers. Direct losses shall be understood as being only those losses that are directly and intrinsically linked to the event that caused the damage. This restriction shall apply to contractual and non-contractual liability, unless the direct losses in question are caused intentionally or by result from gross negligence on the part of Corvers’ personnel, or such a restriction is not lawfully permitted.

8.2 Corvers shall not be liable for indirect losses, including among other things those connected with the loss of information, loss of profits or any other kind of consequential loss, nor for any damage resulting from delay in the delivery of services by or on behalf of Corvers.

8.3 In connection with the requirements set by Corvers’ insurer, claims for losses must be reported to Corvers at its corporate address, within a reasonable time, unless otherwise stated or latest of the losses having occurred. Failure to satisfy this condition shall mean that all of the Customer’s possible rights to recovery shall have lapsed.

8.4 To the extent that, on the basis of these General Terms and Conditions, a (contractual) relationship is created between Corvers’ service-provider and Corvers’ Customer, this relationship shall, in addition to the conditions reported in Articles 5.1, 5.11 and 1.1, be governed exclusively by the service-provider’s relevant liability-conditions. The Customer hereby accepts the (applicability of) such conditions and shall not hold Corvers liable for any default of the service-provider.

9. **Warranty**

9.1 The Customer is aware and accepts that, in some cases, Corvers is an intermediary for services as defined in Article 2.4 and that Corvers does not perform these services itself. Where applicable, the warranty on these services shall only be granted to the Customer directly by Corvers’ service-provider. Corvers shall provide a copy of any applicable third party warranty conditions when requested by the Customer. Corvers does not issue any kind of warranty for the (results of) the services - including, but not limited to, the timely delivery thereof - nor for the completeness, accuracy or correctness of the information (including any models) made available to the Customer, except where this is explicitly stated in the quotation, or has been agreed, or has been reported in the Warranty Statement accompanying the services.

10. **Force Majeure**

10.1 If, as a result of an event of force majeure of a permanent or temporary nature, Corvers is prevented from performing the agreement (any further), Corvers shall be entitled, without any obligation to pay compensation and without seeking court intervention, to dissolve the agreement in full or in part by means of a written notification, within a reasonable time after Corvers, on the grounds of a relevant Collective Labour Agreement (CAO) and/or on the grounds of changes to relevant regulations.

10.2 An event of force majeure shall be understood to include all circumstances outside Corvers’ direct control that result in Corvers being temporarily or permanently unable to meet its obligations. Such circumstances include, but are not limited to, fire, frost, strikes, other specific circumstances, natural catastrophes, political measures such as import or export restrictions, exceptional levels of sickness amongst Corvers’ personnel, default on the part of a third party supplier, including without limitation telecommunication and utility companies, refusal or refusal of necessary permits or licenses and, furthermore, all circumstances in which Corvers cannot (no longer) be reasonably expected to (continue to) fulfill its obligations toward the Customer.
14.5 If an agreement for an indefinite period of time has been concluded which, in terms of its content and
nature, does not end as a result of completion, either of the parties may, after proper consultations and
consultation. The parties shall never be obliged to pay any kind of compensation as a result of termination.
14.6 In addition, either party shall be entitled to terminate the agreement with immediate effect if the other
party applies for a suspension of payments or files for bankruptcy; if a petition for the other party’s
involuntary bankruptcy is filed or if an attachment is levied on all or part of the other party’s assets
such that compliance with its obligations under the agreement cannot reasonably be expected. All
invoiced amounts shall then become immediately payable. Corvers shall never be obliged to pay
compensation as a result of this termination.
14.7 Termination and dissolution of the agreement shall never prejudice the provisions and obligations that,
by their very nature, are necessary for the agreement to exist. These provisions are understood to be:
15.1 Unless otherwise agreed in writing, the parties agree to maintain confidentiality and not to use for their
own advantage any information which comes to their knowledge in connection with the performance of
an agreement and which is considered as confidential in secret. Any information about the contents,
the parties concerning the provision of confidentiality and the settlement of disputes.
15.2 Cooperation
15.3 In the context of the proper performance of an agreement, the Customer shall, at its own risk and
effort, provide any applicable warranty conditions when requested. Accordingly, Corvers shall not be liable and shall not grant any indemnification against liability for the (alleged)
15.4 Dissolution and termination
15.4.1 Either party shall be entitled to dissolve the agreement without court intervention, by means of a
registered letter, if the other party continues to default in complying with its material obligations under
the agreement after having received a proper written notification of default, which shall be as detailed
as possible and shall stipulate a reasonable period for rectifying the default event.
15.4.2 If Corvers has, prior to the moment of dissolution as defined in Article 14.1, already delivered services
or products to the Customer, the related payment obligations shall not be affected by the dissolution,
unless Corvers is in default with regard to these services or products. The Customer shall pay all
amounts invoiced by Corvers prior to the dissolution in connection with the delivery of products or
services and such amounts shall become immediately payable at the moment of dissolution.
15.4.3 Corvers’ liability as a result of a dissolution as described in this Article, shall be expressly limited in the
manner described in Article 8, but with the proviso that compensation resulting from such a
15.5 In the context of the performance of agreements for the rendering of specified services, these services
shall be rendered by members of the staff of Corvers or third parties called in by Corvers, provided
that they match the job descriptions in use at Corvers. At all times during the term of an agreement,
Corvers shall be entitled, in consultation with the Customer, to replace members of staff or third
parties with other members of staff or third parties, provided that they match the aforementioned job
descriptions.
15.6 In the context of the performance of an agreement, Corvers shall have the unconditional right to make
use of third parties, the costs of which shall be charged on the Customer in accordance with the
price list furnished by Corvers.
15.7 As far as claims pursuant to the law cannot be excluded and except where provided for in these
General Terms and Conditions, Corvers shall not be under any obligation whatsoever and the
Customer shall not be able to invoke any relevant claim.
15.8 None of the periods and dates with which Corvers must comply shall be of the nature of
vacation. These periods shall not be deemed to have expired, unless it is established by a court that
Corvers does not perform these services itself. Where applicable, Corvers shall provide any applicable
warranty conditions when requested. Accordingly, Corvers shall not be under any obligation whatsoever
and the Customer is not liable for the correct choice and the timely
availability of these facilities. The Customer hereby holds Corvers harmless from any and all third-party claims which may arise from any
violation on the Customer’s part of the applicable export regulations.
15.9 If any of the provisions of the General Terms and Conditions proves to be void or is repudiated,
the other provisions shall remain in full force and this shall have no effect whatsoever on (the performance of)
the other parts of an agreement. Furthermore, in such an event, the parties shall consult with one another as soon as possible in order to reach a solution suited to the nature of the agreement and
which most closely matches the aim and meaning of the void or repudiated provision.
15.10 When exporting products from the Netherlands, the Customer shall ensure that it has all the export
licenses required by the governments of the United States of America and the Netherlands and the
Customer hereby holds Corvers harmless from any and all third-party claims which may arise from any
violation on the Customer’s part of the applicable export regulations.
15.11 If telecommunication facilities are used, e.g. during the performance of an agreement or in connection
with the use of the results of services, Corvers is not liable for the correct choice and the timely
availability of these facilities. The Customer hereby holds Corvers harmless from any and all third-party claims which may arise from any
violation on the Customer’s part of the applicable export regulations.
15.12 If the agreement contains provisions for the period of notice, these provisions shall be
deemed to be familiar with the contents thereof, so that these other conditions do not require
further explanation. If the Customer desires, Corvers shall furnish the relevant conditions for
information purposes) at its own expense.
15.13 As far as licenses or permissions are required for the use of the results of services, and in as far as the
results must be or will be certified, it will be the joint responsibility of Corvers and the Customer that
such licenses or permits are obtained and that the results meet all requirements in order to be
certified. Both Corvers and the Customer are also responsible for obtaining all information regarding the
requirements to be met with respect to licenses, permits and certifications.
15.14 To the extent that Corvers requires certain personal details about the Customer’s employees in the
context of normal procedures and/or applications in Corvers’ branch, the Customer hereby agrees that it is willing to ensure that these employees give permission for this to take place, unless this could be
considered unreasonable. To the extent that, in the context of the performance of an agreement, it is
necessary to process the personal details of an employee of the Customer, the Customer shall see to it that
the employee in question gives permission for this. The Customer shall so notify Corvers in writing
by means of a so-called shrink-wrap or click-wrap license, the conditions of such
agreement to third parties, which means that the Customer’s approval shall not be required.
15.15 Each agreement shall be concluded on the condition that Corvers has concluded a lawfully
concluded agreement with its potential customers or all such circumstances that are relevant in this
context, the Customer and Corvers are also responsible for obtaining all information regarding
acquisition-processes in closed user groups.
15.16 Applicable law and settlement of disputes
15.16.1 These General Terms and Conditions and each agreement shall be governed by Dutch law, with the
the interpretation or implementation of these General Terms and Conditions shall be submitted to the
competent court in its Gewestrecht (the Netherlands), including the President of the Court prior to
summarization proceedings, unless this conflicts with a mandatory rule of law. Each dispute shall,
however, first be discussed between the Customer and Corvers in order to reach a solution in mutual
consultation.
15.16.2 Confidentiality
15.16.3 Unless otherwise agreed in writing, the parties agree to maintain confidentiality and not to use for their
own advantage any information which comes to their knowledge in connection with the performance of
an agreement and which is considered as confidential in secret. Any information about the contents,
the provisions concerning the limitation of liability, indemnification of intellectual property rights,
payment obligations on the part of the Customer, confidentiality, export licenses, applicable laws and
regulations, settlement of disputes.
15.16.4 Unless agreed upon otherwise, Corvers is entitled to use the existence of the relationship with the
Customer, a general description of the services rendered and the related results delivered in
acquisition-processes in closed user groups.