General Terms and Conditions of Delivery and Payment of Web InZicht, located in Groningen, The Netherlands

Article 1. Definitions

In these general terms and conditions, the following terms shall have the meanings ascribed to them:

-     Web InZicht:
  the user of these general terms and conditions.

-     Client:
  the counterparty of Web InZicht.

-     Product:
  all activities, services, their results, or goods that are the subject of an offer, quotation, agreement, or other action by or with Web InZicht.

-     Delivery:
  the performance of work or services or the (partial) delivery of goods that are the subject of an offer, quotation, agreement, or other action by or with Web InZicht.

Article 3. Offers and Quotations

- 1. Offers and quotations are non-binding and are considered as a whole. Offers and quotations are only legally valid if signed by Web InZicht.

- 2. If no validity period is indicated in an offer or quotation, the period is 30 days from the date the offer or quotation is issued, unless a new offer or quotation is issued within that period.

- 3. Article 8, paragraph 2, applies mutatis mutandis to the offer or quotation.

- 4. Statements, descriptions, and other information regarding the functionality and characteristics of products provided or referred to by Web InZicht are indicative.

- 5. Quoted prices are exclusive of value-added tax and other imposed levies, as well as travel and accommodation costs. If Web InZicht offers multiple products in an offer and specifies one price, this price applies exclusively to the entire offer.

- 6. If the offer (also) concerns the delivery of printed materials, a margin of 10% is permitted, meaning that the client is obliged to accept and pay 10% more or less.

Article 4. Agreements

- 1. The agreement comes into effect as soon as the signed order confirmation by Web InZicht and the client is received by Web InZicht. If the client fails to return the order confirmation but allows Web InZicht to commence the work, the content of the order confirmation is considered agreed upon. For deliveries for which, due to their nature or limited size, no order confirmation is sent, the invoice is deemed to represent the agreement accurately and completely.

- 2. Agreements with or commitments by assistants of Web InZicht do not bind Web InZicht unless confirmed in writing by Web InZicht.

- 3. The agreement is entered into for an indefinite period, unless its content, nature, or scope implies otherwise. The client observes a notice period of 3 months. Termination can only be done by registered letter. Web InZicht observes a notice period of 14 days.

- 4. If an agreement for a fixed period is concluded, it will be extended after the expiration of that period for the same period and under the same conditions, unless its content, nature, or scope implies otherwise.

- 5. The client must inform Web InZicht of changes in its details in writing within 14 days. Notifications by Web InZicht to the client are legally valid at the last known address provided to Web InZicht.

Article 5. Modification of assignment

- 1. Additional agreements or changes to the assignment are only valid if agreed upon in writing with Web InZicht or confirmed in writing by Web InZicht, and no written objection is made by the client within 5 working days after the dispatch of the confirmation.

- 2. If the client desires changes to the execution of the agreement after its conclusion, the client shall inform Web InZicht in a timely and written manner. If these changes are communicated orally, the risk of their execution is borne by the client. Web InZicht reserves the right to refuse requested changes.

- 3. If additional agreements or changes result in higher costs or additional work for Web InZicht, these will be charged extra to the client.

- 4. Web InZicht may perform and charge for additional work, if the performance falls within its duty of care, is necessary or desirable in the opinion of Web InZicht, or results from the client's conduct.

- 5. Changes may result in the previously agreed delivery time being exceeded by Web InZicht, which is entirely at the expense and risk of the client.

Article 6. Price Changes

- 1. Web InZicht is entitled to increase the agreed price when the costs of materials, products from suppliers, or services used in the execution of the agreement rise, or if other (foreseeable or unforeseeable) circumstances arise that cause an increase in the costs of the product to be delivered.

- 2. If it is stipulated that the client performs work or provides materials, the client must ensure that this is done properly and in a timely manner. If the client fails to comply with this obligation, Web InZicht has the right to charge the client for the costs of performing the work itself or providing the materials or data, without prejudice to the further rights of Web InZicht.

Article 7. Intellectual Property

- 1. Web InZicht reserves intellectual property rights to all (parts of) products, designs, images, files, programs, source codes, names or other materials and data. Publication, modification or reproduction is not permitted. Copying is only permitted for back-up purposes.
The client acquires a non-exclusive and non-transferable right to the agreed use of the product. Software will be licensed to the client.

- 2. For each act carried out in violation of this article by the client, or persons or companies directly or indirectly related to the client, the client is liable to pay a fixed penalty of € 25,000 for each violation and € 1000 for each day that the violation continues, without prejudice to the right of Web InZicht to claim full damages and without prejudice to further rights.

- 3. Web InZicht is entitled to use (images of) products for its own publicity or promotion and to mention or remove its name on or near the product. The client shall neither remove nor change any indications of Web InZicht or its suppliers concerning trade names, copyrights, brands or other rights of intellectual property.

Article 8. Execution of the Assignment and Delivery

- 1. Web InZicht determines the manner and the individuals by whom the assignment is carried out.

- 2. The client provides Web InZicht upon the first request, as well as on its own accord, with timely and adequate data or materials for the execution of the assignment. The client warrants that the data or materials provided are accurate, sound, and complete, and that he is authorized to provide them for the purpose of the assignment. If the client provides data that can be considered personal data, the client ensures that the processing of such data complies with the applicable privacy laws, and that Web InZicht is also authorized to use them. The client indemnifies Web InZicht against third-party claims in this regard. After the completion of the assignment, Web InZicht has no obligation to retain data and materials.

- 3. Goods made available to the client for (part of) the duration of the agreement or goods made available by the client to Web InZicht are at the client's expense and risk from the moment they are made available. The client adequately insures these goods. The goods may be inspected by or on behalf of Web InZicht. Goods made available to the client shall remain the inalienable property of Web InZicht and shall be returned immediately upon first request.

- 4. The products to be delivered to the client are at the client's risk from the moment they are made available to Web InZicht. Shipping and transportation are at the client's expense and risk. If it has been agreed that the products are at the client's risk from the delivery to the client, the products are also at the client's risk from the moment the client fails to perform an act that he must contribute to the delivery.

- 5. If the client (temporarily) fails to cooperate in the unhindered execution of the agreement or delivery, the client is obliged to compensate Web InZicht for resulting damages. Moreover, Web InZicht is entitled to sell the products to a third party or otherwise dispose of them, without prejudice to further rights of Web InZicht.

- 6. An agreed delivery time is not a strict deadline. In the case of non-timely delivery, the client must notify Web InZicht in writing, specifying a reasonable period for performance. In accordance with the provisions of Article 11, exceeding the delivery time can never give rise to a claim for damages.

- 7. If the client is required to make an advance payment or if he has been requested for data or materials, the delivery period does not commence until the payment has been received in full or the data or materials have been correctly provided.

- 8. Insofar as it has been agreed that delivery will take place at a specific time, and the client has informed Web InZicht explicitly and in writing that this term must not be exceeded under any circumstances, the client is entitled to dissolve the agreement after the agreed term has elapsed without delivery, provided that Web InZicht is in default in this respect. The client will immediately notify Web InZicht in writing of his invocation of the right to dissolve.

- 9. Web InZicht is entitled to deliver in parts and invoice partial deliveries separately.

Article 9. Cancellation or Postponement

- 1. If the client cancels the assignment or refuses to accept the products to be delivered, the client is obliged to compensate Web InZicht for the resulting damage, without prejudice to further rights of Web InZicht. Furthermore, the client will be liable to Web InZicht for compensation for the work performed by Web InZicht, all in accordance with the price agreements made between the parties.

- 2. If the client postpones the assignment, the client is obligated to pay 50% of the order value of the relevant delivery in advance and pay statutory interest on the remaining amount from the originally agreed payment date, without prejudice to further rights of Web InZicht.

- 3. The client also indemnifies Web InZicht against third-party claims resulting from the cancellation or postponement of the assignment or refusal of the products.

Article 10. Inspection and Complaints

- 1. The client thoroughly inspects the product immediately upon delivery for defects. In the presence of defects, the client promptly notifies Web InZicht in writing. This notification includes, at least, a precise description of the time and place where the defect was observed, the nature and severity of the identified defect, and a reasonable period within which Web InZicht must rectify the identified defect. If the client fails to report defects to Web InZicht within 8 days of delivery that could have been noticed during a thorough examination of the product, the customer is deemed to agree with the state in which the product has been delivered and the right to lodge a complaint is forfeited. Complaints will not be considered if the client has proceeded with processing, handling, or resale.

- 2. Web InZicht is given the opportunity to verify submitted complaints. A defect can only be a failure of the product to meet the specifications in force at Web InZicht with respect to that product, including the order confirmation. Web InZicht does not guarantee that the functionality and properties of the product are the same on different hardware and software configurations. The client has no right to complain if the complaint relates to a defect that is the result of a characteristic of the system used by the client. The defect must be reproducible on other systems that meet the system requirements specified by Web InZicht for the complaint to be considered. Web InZicht does not provide a warranty for software; the client is deemed to accept the condition in which software is delivered and has no right to file complaints in this regard. If Web InZicht obtains products from third parties, which are then further supplied or used for the execution of the client's assignment, the potentially more extensive (exoneration) provisions from the general terms and conditions of the supplier regarding permissible deviations in quality, quantity, functionality, and quality of these products also apply to the client.

- 3. The client has no right to complain if he fails to properly fulfill any obligation under the agreement with Web InZicht. Complaints do not entitle the client to dissolve the agreement or to withhold timely payment in whole or in part unless this would be blatantly unreasonable.

- 4. The properties and functionality of Web InZicht's products also depend on the quality of what the client provides for the assignment. The client has no right to complain if his complaint concerns a defect that is the result of material or data provided by him.

- 5. If, in the opinion of Web InZicht, the complaint is justified, Web InZicht will, at its discretion, either remedy the defect or pay reasonable compensation, with a maximum equal to the invoice value of the respective product. Web InZicht is not obliged to provide any further compensation for damages or costs.

- 6. Complaints regarding the invoice or an automatically collected amount must be submitted in writing within 5 working days of the invoice dispatch date or the date of automatic debit. The provisions of paragraphs 1 through 3 of this article apply mutatis mutandis, unless otherwise follows from the nature or purpose of that paragraph.

Article 11. Liability

- 1. Both the contractual and non-contractual liability of Web InZicht and its auxiliaries is limited to direct damages caused by intent or conscious recklessness of Web InZicht or its auxiliaries. In case of intent or conscious recklessness of auxiliaries, the client will directly address these auxiliaries.

- 2. The limitation in the first sentence of paragraph 1 does not apply to the extent of the amount of the damage that is covered by a liability insurance taken out by Web InZicht or its auxiliaries.

- 3. To the extent that Web InZicht or its auxiliaries are not liable towards the client, the client indemnifies Web InZicht and its auxiliaries against third-party claims.

- 4. The client takes possible measures to prevent infringement or damage to data and programs, such as implementing security measures and creating backups. Web InZicht is not liable for damages to or infringement of data and programs during the performance of services. If the client provides data or software to Web InZicht as part of an agreement, the client retains a backup copy. Web InZicht is not liable for damage resulting from the absence of a backup copy as mentioned above. Before providing data or software to Web InZicht, the client checks them for the absence of computer viruses using the most recent antivirus software. The client is liable for damages resulting from computer virus infection.

Article 12. Reservation of Rights

- 1. To the extent that it has been agreed that rights will be granted or transferred by Web InZicht, such rights are always granted or transferred on the suspensive condition that all claims that Web InZicht has against the client, for whatever reason, are fully satisfied. In case of damage, Web InZicht is entitled to any rights of compensation from insurers.

- 2. Client is not authorized to establish any liens or other security rights on the delivered products or otherwise perform acts of disposition with respect to these products, until client has fulfilled all obligations under the agreement. Should it appear that the client has not fulfilled this obligation, then the amount owed by him shall become immediately due and payable.

- 3. In the event the client fails to fulfill an obligation under an agreement with Web InZicht, or there is reasonable concern that the client will not fulfill the obligation, Web InZicht is entitled to repossess the products without formal notice, and the client is obliged to return the products to Web InZicht immediately upon first request, carriage paid, without prejudice to further rights of Web InZicht. A digital product can be removed from the system or the internet.

- 4. The client promptly informs Web InZicht in writing if third parties claim rights to products subject to reservation under this article.

Article 13. Attributable Default and Force Majeure

- 1. If the client culpably fails to fulfill the obligations arising from any agreement with Web InZicht or if the client is declared bankrupt, granted a moratorium on payment, or a debt restructuring scheme for natural persons applies to him, or if a request for this has been filed, or if there is a suspension or liquidation of his business, or if he is threatened with seizure of his assets, or (if the client is a natural person) he passes away, formally departs abroad or loses free management of his assets, he is deemed to be in default by operation of law without the need for a formal notice of default.

- 2. Web InZicht is then entitled to dissolve the agreement(s) wholly or partially or suspend its execution. The client compensates Web InZicht for the damages related to the default and indemnifies Web InZicht against third-party claims resulting from the dissolution.

- 3. In case of impediment to the execution of the agreement by Web InZicht due to force majeure, Web InZicht is entitled to suspend the execution of the agreement. If activities to be performed periodically by Web InZicht cannot be carried out due to force majeure for a period, no discount is granted on the total price agreed for that period. If the force majeure situation lasts longer than 3 months, each party is entitled to dissolve the agreement wholly or partially. This is communicated in writing to the other party.

- 4. Force majeure includes, among other things, all disruptions or obstacles that significantly hinder the execution of the agreement or when execution of the agreement cannot reasonably be expected of Web InZicht, such as hindrances by third parties, strikes, loss or damage of material in transport, illness of employees, financial difficulties, lack of or malfunctions in means of transport, failure to (timely) obtain permits, no or untimely delivery of goods by suppliers, overloading of internet connections, malfunctions in communication connections or in equipment or software, disruption by hackers, computer viruses, and in general circumstances and events beyond the control or authority of Web InZicht. Force majeure also includes the situation where Web InZicht cannot or may not use its products or tools due to an established infringement, in or out of court, of any right relating to intellectual property.

- 5. Web InZicht is entitled to receive payment for products delivered and costs incurred for the execution of the respective agreement before becoming aware of the circumstances causing force majeure.

- 6. Web InZicht has the right to invoke force majeure, when the circumstance constituting force majeure occurs after its performance should have been delivered.

Article 14. Payment

- 1. Payments must be made within 14 days after the invoice date.

- 2. Payments are made without any deduction or setoff, at the office of Web InZicht or into an account designated by Web InZicht.

- 3. If the creditworthiness of the client is not proven to be sufficient, at the sole discretion of Web InZicht, the client is obliged, at the first request of Web InZicht, to provide sufficient (additional) security for the fulfillment of all that the client owes or will owe to Web InZicht, or to ensure full or partial prepayment. Both are done in the form chosen by Web InZicht.

- 4. If payment has not been made in full within the payment term, the client is automatically in default. Web InZicht is entitled to charge, in addition to the amount due, statutory interest increased by 3% from the due date, with a part of the month being calculated as a full month. Once the due date has been exceeded by more than 14 days, an immediately payable penalty of 10% of the amount due is also owed. With each 14-day period by which the term of exceeding is extended, the penalty is due again, and the percentage of this penalty is doubled.

- 5. All costs incurred in the collection of any amount due by the client to Web InZicht, judicial or extrajudicial, are at the expense of the client. Extrajudicial collection costs are due by the client in any case where Web InZicht has secured the assistance of a third party for the collection. These costs amount to at least 15% of the amount to be collected with a minimum of € 150.

- 6. Payments by the client to Web InZicht serve, first of all, to reduce the judicial and extrajudicial costs incurred by Web InZicht, then to reduce accrued interest, and finally to reduce the principal sum, whereby in the case where the client has left multiple invoices from Web InZicht unpaid, payments serve, first of all, to reduce the most recent invoice.

- 7. If the client belongs to a group as referred to in Article 2:24b of the Dutch Civil Code, Web InZicht is entitled to set off payments received from the client against what Web InZicht - for whatever reason - is owed by legal entities or companies belonging to this group, and the provisions of the preceding paragraph apply accordingly.

- 8. If Web InZicht pays the client a fair compensation after accepting complaints, the amount of this compensation is deducted from the claim of Web InZicht on the client or the group to which the client belongs in accordance with paragraphs 6 and 7 of this article.

Article 15. Confidentiality and Personnel

- 1. The client undertakes to maintain confidentiality regarding confidential information received about the business or activities of Web InZicht and imposes this obligation on employees and third parties engaged by the client. This obligation of confidentiality remains in force after the termination of the relationship between Web InZicht and the client.

- 2. During the continuation of the relationship with Web InZicht, as well as within one year after its termination, the client is not allowed to employ employees of Web InZicht or to have them work for him in any other way. Employees of Web InZicht in this context also include persons who were employed by him no longer than a year ago. If the client acts in violation of this provision, the client owes Web InZicht a penalty of € 500 per employment relationship per week or part of a week that such employment relationship lasted or still lasts.

Article 16. Disputes and Evidence

- 1. All disputes arising from or related to the relations between Web InZicht and the client are subject to the judgment of the competent court in Groningen, The Netherlands, without prejudice to the right of Web InZicht to summon the client before the court of the domicile or place of business of the client. This provision also applies in the case of international relations between Web InZicht and the client. This clause serves exclusively for the benefit of Web InZicht.

- 2. The client bears the burden of proof that the products to which a complaint relates or on which third-party claims are based are the same as those delivered by Web InZicht. The client must also prove that the product has not been changed.

- 3. In the relations between Web InZicht and the client, (an excerpt from) the written or electronic administration of Web InZicht has binding probative value, subject to counterevidence provided by the client.

- 4. All relations to which these conditions apply are governed by Dutch law, with the exception of the provisions of the Vienna Sales Convention and any other (future) international regulation that can be excluded by the parties.

- 5. In case of a dispute regarding the interpretation of these conditions, the version thereof in the Dutch language is considered authentic.

- 6. Any legal action by the client expires in any case after the lapse of one year after the client's right of action has arisen, insofar as a shorter limitation period does not apply on the basis of any provision in these conditions.

Web InZicht, May 2005