

**GENERAL TERMS AND CONDITIONS OF WESP B.V.,
LOCATED AT 'S-HERTOGENBOSCH**

Article 1: General

1. These terms and conditions are applicable to all offers, quotations, agreements and other general (legal) exchanges between WESP B.V., located at Zuidwal 4B, 's-Hertogenbosch, 5211 JK, registered at the Dutch chamber of commerce under number 53169689 (hereinafter, referred to as: "WESP") and the contracted party (hereinafter, referred to as: "Client").
2. Deviations to these terms and conditions are binding only when agreed in writing by both WESP and the Client.
3. The applicability of (purchase) terms and conditions of the Client are explicitly rejected.
4. The present terms and conditions also apply to (legal) actions by third parties deployed by WESP in the context of the agreement.
5. When it appears one or more of the provisions of these terms and conditions are wholly or partially void, the remaining provisions in these terms and conditions remain in force. In such cases, consultation between parties shall occur to replace void or voided provisions, whereby the purpose and intent of the original provisions will be taken into consideration as much as possible.
6. If a lack of clarity about one or more of the provisions of these terms and conditions is present, or if a situation arises between parties that is not stipulated in these terms and conditions, an explanation must be given or the situation assessed 'in the spirit' of these terms and conditions.
7. If WESP does not consistently demand strict compliance with these terms and conditions, this does not mean that WESP loses the right to demand the strict compliance of these terms and conditions in certain circumstances.
8. WESP has the right to amend these terms and conditions at all times. The most recent version of the terms and conditions always takes precedence over prior versions. An amendment becomes effective four (4) weeks after the date the amendment(s) to the terms and conditions are sent to the Client. If the Client rejects the amendments(s) in writing within this four (4)

week period, the original terms and conditions shall remain applicable.

Article 2: Quotations and offers

1. The quotations and offers from WESP are based on the information provided by or on behalf of the Client. The Client guarantees the correctness and completeness of all information provided.
2. Unless otherwise stated or an agreement made, all quotations and offers from WESP are without obligation, unless a period for acceptance is stated.
3. WESP cannot be held to offers or quotations if it is deemed reasonable to accept that the Client understands the offer, quotation, or any part of it contains obvious errors.
4. The prices stated in quotations or offers are excluding VAT and other levies, and other possible costs relating to the agreement such as travel and accommodation expenses, and sending administration costs, unless otherwise stated. Furthermore, quotations and offers are based on fulfilment under normal circumstances and during (office) hours.
5. A quotation does not oblige WESP to perform any part of an assignment against its corresponding price.
6. Offers and quotations do not automatically apply to future orders.
7. An agreement is established when the Client accepts the quotation in writing within the period of time the quotation is valid, or WESP has accepted in writing an assignment issued by the Client, or WESP performs an assignment requested by the Client.
8. An order confirmation sent by WESP to the Client is deemed correct and fully representative of the agreement, unless the Client rejects in writing, within four (4) working days after the date the confirmation is sent to the Client.
9. WESP is entitled at all times to (partially) refuse an assignment without further explanation and without being liable to any damages, for example, if WESP suspects a Client is unlikely to comply to their payment obligations.

Article 3: Execution

1. WESP shall execute the agreement to the best of its ability. All work performed by

WESP shall be executed based on 'best effort commitment' insofar as the result that WESP has explicitly promised in writing is delivered and the result concerned has been sufficiently defined.

2. WESP is entitled to have certain tasks performed by third parties. The applicability of article 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code (BW) are explicitly excluded.
3. If WESP or third parties hired by WESP to carry out (part of) the assignment, must do so at the location of the Client or location designated by the Client, the Client is required to bear the cost of ensuring that a reasonable standard of facilities is provided for the employees.
4. The Client shall ensure that all information WESP has indicated as necessary or which the Client should reasonably understand to be necessary for the execution of the agreement, are provided to WESP in good time. If this information is not provided in good time, WESP is entitled to suspend the execution of the agreement and/or charge the Client for the additional costs resulting from the delay according to the customary rates. The period of execution starts once the customer has provided all necessary information.
5. WESP is not liable for any damages of any kind if WESP is provided with incorrect and/or partially incorrect information.
6. If a term of execution has been agreed or specified, this shall never be considered a final deadline.
7. If the agreement is to be executed in phases, WESP may suspend tasks associated with the following phases until the Client has approved the results of the previous phase in writing and invoices from the previous phase have been paid.
8. If, during the execution of the agreement it becomes apparent that for proper execution a change or addition is necessary, the parties shall adapt the agreement in good time and of mutual consent. If such circumstances have consequences on the originally agreed price, WESP shall provide a quotation resembling the adjustments as much as possible. An adjustment to the agreement may affect the delivery time of the assignment.

9. If the original agreement is adjusted, WESP has the right to delay starting execution until the adjustment has been approved by the Client. The Client must in any case agree changes to the price, other conditions and delivery period. The non-execution or non-immediate execution of the adjusted agreement does not constitute a breach of agreement by WESP, and gives no grounds for the Client to terminate the agreement.

Article 4: Price and payment

1. WESP reserves the right to amend its prices at least once per year on the basis of developments to the market price level. WESP shall inform the Client of changes to prices. Additionally, WESP has the right to increase the price agreed under the agreement if the increase results from a higher power or obligation to law or regulation conformity. In this case, the Client is not entitled to dissolve the agreement for such reasons.
2. If a price change, other than as a result of an amendment to the agreement, exceeds 10% and occurs within three (3) months of agreement confirmation, the Client is entitled to dissolve the agreement.
3. Unless otherwise agreed, payment must be made within 14 days of the invoice date. WESP is entitled to invoice the Client periodically.
4. If the Client fails in the timely payment of an invoice, the Client is in default. The Client then owes one (1) percent interest per month, and collection costs incurred in obtaining payment will be borne by the Client. Collection costs are calculated according to the decision (het Besluit) of reimbursement of collection costs, with a minimum of €40. If WESP has incurred higher collection costs than reimbursed by the aforementioned decision, the Client will be liable to pay the actual costs of collection.
5. Payments will always be first deducted from costs, then deducted from the interest and lastly from the principal amount.
6. The Client is never entitled to set off any amount owed to WESP. Objections against the amount do not suspend payment obligation.

Article 5: Duration of agreement

1. The agreement between WESP and the Client shall be entered for the period stated in the agreement.
2. The agreement enters into force at time agreed or the moment WESP executes the agreement.
3. The Client is entitled to cancel the agreement but must do so at least four (4) weeks before the end of the agreement period.
4. Neither party is entitled to dissolve an agreement unless the other party remains in breach of contract after a written notice of default is issued which details a reasonable time period to rectify the shortcomings of obligations of the agreement.
5. WESP has the right to terminate the agreement wholly or in part without written notice of default or judicial invention, and without obligation to pay compensation if: a) to the Client - whether or not provisional - suspension of payments is granted; b) with respect to the Client, an official moratorium has been applied for or has been declared bankrupt; c) the Client has violated the rights of a third party.
6. Amounts invoiced by WESP prior to dissolution concerning any work already done or delivered in execution of the agreement shall be continued to be owed in full and due immediately at the time of rescission.
7. If, during the execution of the agreement it becomes apparent that for proper execution, a change or addition is necessary, the parties shall adapt the agreement in good time and of mutual consent. Costs resulting from this will be borne by the Client.
8. Obligations that are by their nature intended to continue after the termination of the agreement, shall continue to exist after the termination of the agreement.
9. Unless otherwise agreed in writing, after the agreement period the Client must immediately cease using the software from WESP.

Article 6: Force Majeure

1. WESP cannot be held to fulfil any obligations towards the Client if WESP is hindered in doing so as a result of circumstances that are not the result of

fault or negligence by WESP, and which are not considered the responsibility of WESP by virtue of law, legal action or according to generally accepted standards.

2. Force Majeure includes, in addition to its definition prescribed in law and jurisprudence, strikes within WESP, personnel illness, breach of contract and/or force majeure on the part of suppliers. Third parties hired by WESP may also rely on this provision.
3. WESP may suspend its obligations under the agreement during the force majeure period. If this period lasts longer than two (2) months or if after a two (2) month period there is no prospect of improvement, each of the parties is entitled to dissolve the agreement, without any right to compensation
4. When WESP, at the time of the occurrence of force majeure, has fulfilled or will still fulfil a part of its obligations under the agreement, and the part that has been fulfilled or to be fulfilled can be independently valued, WESP is entitled to separately invoice the work to be done or that has already been done. The Client is obliged to pay this invoice as if it were a separate agreement.

Article 7: Complaints

1. Complaints regarding the execution of an assignment and/or invoice amount must be submitted within thirty (30) days after (part of) execution of the assignment or information about which the Client complains, or within thirty (30) days after discovery of a defect if the Client demonstrates no possibility for earlier discovery of the defect, and must be made known to WESP as soon as possible.
2. Complaints referred to in this article do not suspend the Client's payment obligations.
3. In the case of a justified complaint, WESP has the option of either adjusting the amount charged, correcting or redoing the rejected work at no extra cost, or not carrying out or furthering the work, in whole or part, in return for a refund in proportion to the fee already paid by the Client.

Article 8: Liability

1. In no event shall WESP be liable for any indirect damage, including consequential damage, loss of profit, loss of savings, loss of files and/or data, claims from third parties and damage due to business stagnation and idling.
2. The liability of WESP due to attributable shortcomings in the fulfilment of agreements is limited to compensation of the invoice amount paid by the Client to WESP in the previous six (6) consecutive months to the point of liability, unless a higher amount is awarded by insurers.
3. Without prejudice to the provisions in article 7 of these terms and conditions regarding complaints, claims for damages, except those acknowledged by WESP, lapse six (6) months after the Client has discovered or it is reasonable to accept should have been discovered.
4. Without prejudice to the other exonerations included in these terms and conditions, WESP is not liable for damage: a) which is caused by third parties involved in the execution of an assignment, unless the third party was chosen by WESP and the Client can demonstrate that WESP did not make a careful choice; b) which is the result of incorrect or incomplete information given to WESP, unless the inaccuracy or incompleteness is obvious to WESP and WESP fails to inform the Client; caused by third parties gaining unauthorised access to information regarding the assignment or the Client; d) that has not been reported within two (2) months after the Client has discovered the damage or could have reasonably discovered damage.
5. The Client indemnifies WESP for all claims by third parties for damage arising in the execution of an assignment for the Client, for which WESP is not liable under the provisions of this article.
6. Without prejudice to the foregoing, conditions can limit, exclude or determine liability, which can be invoked by third parties against WESP, and invoked by WESP against the Client. The Client may, if WESP has used third parties in the execution of an assignment, assert no more rights against WESP than WESP can assert against third parties.

Article 9: Privacy and confidentiality

1. The Client guarantees that all statutory regulations regarding the processing of personal information, ensuing from applicable privacy legislation of the time, shall be strictly observed and taken, all prescribed notifications and other formalities performed, and any required permission has been granted. The Client shall, insofar as the Client manages and processes, ensure all personal data is adequately protected.
2. The Client indemnifies WESP against all claims from persons whose personal data is registered or are processed in the context of the agreement with WESP, or for which the Client is responsible by virtue of the law or otherwise, or claims made by third parties regardless of by virtue of damages compensation, fines, settlements, criminal transaction proposals or otherwise, and fully indemnifies WESP.
3. WESP shall collect only personal data from the Client necessary for the proper execution of the agreement. The data, as permitted by law, shall be used by WESP for its business operations or those of its affiliated companies, and shall not be stored for a period longer than necessary to those business operations. The Client gives WESP irrevocable permission to use and store its (personal) data.
4. WESP shall never provide personal data to third parties that are not involved in the execution of the agreement.
5. WESP and the Client agree to maintain confidentiality in respect of all information and data received from each other in the context of quotations, the (execution of) agreement, during the term of the agreement and thereafter.

Article 10: Intellectual property

1. WESP retains all rights at all times and powers it is entitled to under the Copyright Act and other intellectual property laws, of analyses, figures, plans, documents, software and/or related information and "know-how". WESP has the right to use knowledge acquired through execution of the agreement for any other purposes, insofar as no confidential information is shared with third parties.

2. All documents provided by WESP including reports, advice, agreements, designs, software, etc., are strictly intended to be used by the Client only, and may not be reproduced, made publicly available or shared with third parties without the permission of WESP, unless the nature of the documents permits, or agreed in writing.
3. The Client may not make the software available to third parties, sell, lease, decompile, reverse engineer or modify the software without prior permission from WESP, unless permitted by law.
4. The Client grants WESP the irrevocable, perpetual and transferable rights of use of all information from the Client in creating analyses, models, calculations and other processes required by WESP. All analyses, models, calculations and other forms of processes shall remain the property of WESP at all times.

Article 11: Access and use of WESP systeem

1. WESP's management system (hereinafter, referred to as "WESP systeem" is only accessible via the internet. To access the WESP systeem, the Client must have a working internet connection. WESP is entitled to impose certain requirements on the (configuration of) equipment, which is necessary to using WESP system. The Client agrees to adjust the equipment at any time to comply with the requirements of WESP, failure to do so entitles WESP to suspend its obligations without prejudice to the Client obligation to continue to fulfil its payment obligations.
2. The (duration of) access and use of WESP systeem is dependent on the terms and duration of the agreement.

Article 12: Updates and maintenance

1. During the term of the agreement, WESP will automatically perform maintenance and improvements to WESP systeem. The Client is obliged to report problems with WESP systeem and provide WESP with all information necessary for resolving errors.

Article 13: Transferability

1. The Client is not entitled to completely or partially transfer the rights and obligations of the agreement to third parties, to involve external parties or make objections,

without prior consent from WESP. The limitation to transferability as well as falling under contract law, property law, as stipulated in article 3:83 paragraph 2 of the Dutch Civil Code. The Client grants advanced permission for co-operating with WESP for a possible (partial) transfer of rights under the agreement to third parties.

Article 14: Applicable law and competent court

1. Dutch law is applicable to all agreements to which these conditions apply, and any disputes arising from.
2. Disputes will always be submitted to the competent judge from the District Court of OOST-Brabant, located in s'-Hertogenbosch as chosen by WESP, unless WESP chooses to bring the case before a judge of the place of the Client.