

General Terms and Conditions Governing Sales and Supplies of Retail Trading Business B.V.

trading under the name of and hereinafter referred to as Reverse IT B.V.

Article 1 General

- 1.1 All offers and agreements pursuant to which Reverse IT B.V. supplies goods and/or services to a client of any nature whatsoever, even where such goods or services are not set out in these terms and conditions (in greater detail or otherwise) shall be governed by the general terms and conditions which follow below subject to the explicit exclusion any different general terms and conditions employed by a client.
- 1.2 For the purposes of these general terms and conditions 'client' is deemed to refer to any person or legal entity with whom or which Reverse IT B.V. wishes to enter or has entered into an agreement for the supply of products or services, or the performance of work of any nature whatsoever, which is also deemed to include the supply of computer equipment and software, the performance of maintenance, the development of software, consultancy, the provision of training and courses, and all related work and other services.
- 1.3 For the purposes of these general terms and conditions an 'agreement' or an 'order' is deemed to refer to an individual agreement concluded between Reverse IT B.V. and a client, of which these general terms and conditions constitute part.
- 1.4 An agreement shall come into effect after the relevant client has accepted an offer or consented to a quotation presented by Reverse IT B.V. in writing. Where a counterparty's notice of acceptance differs from the relevant offer or quotation, an agreement shall only be concluded provided that Reverse IT B.V. agrees to such derogation in writing. For the purposes of these general terms and conditions 'supply of computer software' (and any related documentation) is deemed to refer to the conferral of a non-exclusive, non-transferable licence by Reverse IT B.V. or the relevant licensor.
- 1.5 For the purposes of these general terms and conditions 'installation' is deemed to refer to setting up computer equipment, installing software on it and configuring both for business use.
- 1.6 In the event that any provision of these general terms and conditions is nullified or declared to be void in some other way by a competent court of law, their other provisions shall continue to apply in full.
- 1.7 Any general terms and conditions employed by a client or provisions which derogate from these terms and conditions shall only apply provided that and in so far as Reverse IT B.V. explicitly consents to them in writing.
- 1.8 In the event that any provision of these general terms and conditions is void, has been nullified or is invalid, such provision shall not apply and shall be disregarded. The remaining provisions shall remain valid.

Article 2 Offers

- 2.1 Unless explicitly stipulated otherwise, any offer which Reverse IT B.V. makes in any form whatsoever shall be free of obligation.
- 2.2 An order, agreement or amendment thereof shall only be binding on Reverse IT B.V. provided that and in so far as it confirms same in writing. All other arrangements that have previously been made or undertakings given which Reverse IT B.V. has not confirmed shall lapse by virtue of this. A client shall be bound in relation to Reverse IT B.V. by their order, which shall be deemed to constitute an irrevocable offer.

Article 3 **Prices**

- 3.1 Provided that nothing is stipulated otherwise in any offer, agreement or notice confirming an order, a price which Reverse IT B.V. has quoted shall be exclusive of value added or any other tax and shall apply in respect of delivery at its place of business.
- 3.2 Reverse IT B.V. shall be entitled to raise a price or fee agreed to with a client proportionately in connection with any adjustment of price, variation in foreign exchange rates or an increase in tax rates, or raw material or transport surcharges which occur or become evident after an order has been accepted. Reverse IT B.V. shall also be entitled to do so in the case of an order that requires additional work and/or an interim change – even where it has been explicitly approved – of such a nature that it appears to boost costs, with the result that Reverse IT B.V. may reasonably require the relevant client to pay a higher price than that agreed to.

Article 4 **Payment**

- 4.1 A client shall be required to pay all invoices in accordance with the terms of payment stipulated in them. In the absence of any specific terms of payment, a client shall be required to effect payment within fourteen (14) days after the relevant invoice date in the absence of any deduction, compensation or discount on any grounds whatsoever. No payment may be suspended, even where a client is of the opinion that they are entitled to file a claim or that they have a warranty. In the case of any consignment with a value of less than €1,000.00 per order, other charges may also be levied in addition to shipping costs, which may include handling fees.

In the event that a client fails to pay an amount due by the agreed deadline, they shall be in default without the need for a notice of default and, as of the date on which they are in default, they shall be liable to pay Reverse IT B.V. interest of 1.5% for every month or part thereof that they fail to comply with their obligations subject to any other rights which Reverse IT B.V. has. In the event that a client again fails to pay an amount due after defaulting, the relevant claim may be outsourced, in which case the client shall also be liable for payment of all extrajudicial debt collection costs in addition to the sum that is due at the time, which is deemed to include lawyer's fees, the value of which shall be set in accordance with the Debt Collection Costs Act [*Wet Incasso Kosten*].

- 4.2 Irrespective of the agreed terms of payment, Reverse IT B.V. shall be entitled to require a client to tender additional security to secure compliance with their financial obligations in respect of the execution of all or part of the relevant agreement. In the event that and for as long as a client fails to tender such security, Reverse IT B.V. shall be entitled to suspend the agreement in question.
- 4.3 Reverse IT B.V. shall at all times be entitled to set off its claim against a client against whatever it owes that client.

Article 5 **Retention of title**

- 5.1 Reverse IT B.V. shall retain ownership of any computer equipment and software and shall not transfer the licence for the software until the relevant client has paid all that it owes Reverse IT B.V. on any grounds whatsoever in full. In the event that an agreement is cancelled, Reverse IT B.V. shall be entitled to lay claim to the relevant computer equipment, software and anything else it owns, wherever they may be, in the absence of prior notice of default or judicial intervention.
- 5.2 Where Reverse IT B.V. has any goods belonging to a client under its control, Reverse IT B.V. shall be entitled to retain control over them until all amounts owed by the client to Reverse IT B.V. on any grounds whatsoever are paid to it in full. Reverse IT B.V. shall also be entitled to retain ownership in relation to a client's creditors, anyone who has (or has acquired) a right to the relevant asset and in a case where a client has applied for a moratorium on payments or goes bankrupt.

Article 6 Installation and acceptance

- 6.1 Where this is agreed to in writing, Reverse IT B.V. shall install (or arrange for this to be done) the relevant computer equipment and software in the manner stipulated in the order or agreement concerned.
- 6.2 Any computer equipment and software shall be deemed to have been accepted on the date on which Reverse IT B.V. installs them. Where it is agreed in writing that a client will assume responsibility for installation themselves, the relevant computer equipment and software shall be deemed to have been accepted on the first day following that of their delivery.
- 6.3 In the event that it has been agreed in writing that any computer equipment and/or software will undergo an acceptance test prepared by Reverse IT B.V., in derogation from the foregoing clause such computer equipment and/or software shall be deemed to have been accepted following the successful completion of the acceptance test.
- 6.4 In all cases the relevant client shall provide any assistance that is required, including the timely supply of appropriate assistants, equipment, materials and other facilities. Furthermore, before delivery occurs, a client shall be required to provide an installation area which Reverse IT B.V. deems to be appropriate along with facilities that the latter deems to be necessary.
- 6.5 In the event that an acceptance test cannot be conducted within the agreed time due to a culpable act or omission on the part of the relevant client or another party, the computer equipment and software concerned shall be deemed to have been approved and accepted by the client and installation shall be deemed to have been completed at such time as that installation or acceptance test would have occurred.
- 6.6 In the event that a client uses such computer equipment and software for commercial or business purposes before their stipulated date of delivery or acceptance, that computer equipment and software shall be deemed to have been accepted at such time as the client puts them into service.

Article 7 Delivery and delivery times

- 7.1 Unless explicitly agreed to in writing, delivery shall be effected at a client's home or business or any other address which they designate.
- 7.2 A client shall have a duty to check a consignment or its packaging for any defects or damage immediately but by no later than within twenty-four (24) hours following its delivery.
- 7.3 A client shall be required to notify Reverse IT B.V. directly in writing of any defect and/or damage upon delivery by no later than within three (3) days after delivery, in the absence of which Reverse IT B.V. shall be entitled to decline to consider any claim in that respect.
- 7.4 The stipulation of a delivery time, which is also deemed to include a deadline stipulated by Reverse IT B.V. by when the relevant installation work is to be carried out, shall always be an estimate and under no circumstances may the relevant client consider it to be a material deadline.
- 7.5 Reverse IT B.V. shall have a duty to meet a delivery time as far as possible but under no circumstances shall it be liable for a failure to meet it. Should Reverse IT B.V. fail to meet it, it shall not have a duty to provide compensation of any nature whatsoever. A failure to meet a delivery time shall not confer on the relevant client a right to rescind the agreement concerned or to decline procurement. In the event that there is a danger that a deadline will not be met, Reverse IT B.V. and the relevant client shall consult each other as soon as possible for the purposes of avoiding that and/or adjusting the deadline.

Article 8 Transport and risks

- 8.1 In the event that a client does not provide any other directions to Reverse IT B.V., the latter shall determine the method of transport, packaging, shipping and the like to the best of its ability.
- 8.2 A client shall be liable for any specific requirements that they have in relation to packaging and/or transport, which is also deemed to include relocation within their business.

- 8.3 Unless explicitly agreed to otherwise in writing, the relevant goods shall be transported at the risk and expense of the client concerned. Any liability on the part of Reverse IT B.V. shall at all times be confined to the cover or compensation provided by the relevant transport insurer. Reverse IT B.V. shall be entitled to charge an insurance fee.

Article 9 *Force majeure*, suspension and termination

- 9.1 Reverse IT B.V. shall not have a duty to comply with any obligation if it is prevented from doing so as a result of any circumstances for which it is not culpable or for which it cannot be held to be accountable under the law, pursuant to any legal act or generally accepted principles in accordance with Section 6:75 of the Dutch Civil Code.
- 9.2 In the event of *force majeure* or any other circumstances of a similar nature as a result of which Reverse IT B.V. cannot be expected to comply with the relevant agreement in accordance with principles of equity and fairness, the execution of that agreement shall be suspended or, where such suspension has lasted for six (6) months, either party may cancel the agreement by means of a registered letter without Reverse IT B.V. having a duty to provide compensation on any grounds whatsoever.
- 9.3 Where a client has already received performance for the purposes of executing an agreement at such time as it is terminated, the client may only cancel part of that agreement in the situation referred to in Article 9.2 but solely that part of it which Reverse IT B.V. has not yet executed. Any amount for which an invoice has been issued before or after such termination for performance received shall remain payable in full.
- 9.4 Should a client fail to comply with their obligations towards Reverse IT B.V., be declared bankrupt or be granted a moratorium on payments (provisional or otherwise), Reverse IT B.V. shall be entitled to cancel all agreements concluded with that client by means of a written notice addressed to the latter without notice of default or judicial intervention being required, subject to any other rights which it legally holds. Under no circumstances shall Reverse IT B.V. be liable for any compensation because of such termination.

Article 10. Licences and indemnification

- 10.1 Any copyright, as well as any other intellectual property rights to all computer equipment, software and related documentation which Reverse IT B.V. supplies to a client shall be vested solely in Reverse IT B.V. or the relevant licensor.
- 10.2 All computer software including any supplementary components and new versions shall be supplied to a client pursuant to a non-exclusive, non-transferable licence subject to the condition that the software only be used in accordance with terms and conditions stipulated by Reverse IT B.V. or the relevant licensor. A client shall only receive the licence that is explicitly granted in accordance with those terms and conditions or licensing agreement.
- 10.3 Without the explicit written consent of Reverse IT B.V. or the relevant licensor, a client shall be prohibited from copying or publicly disclosing such software or related know-how and documentation in any form whatsoever, from consenting to any other party copying or publicly disclosing such software or from transferring or supplying same directly or indirectly in any way whatsoever.
- 10.4 Reverse IT B.V. warrants that any computer software which it has developed does not infringe the copyright held by another party under Dutch law. Reverse IT B.V. shall indemnify a client against any action taken by another party, provided that the client provides Reverse IT B.V. with every assistance in other respects. In the event that a Dutch court of law establishes in an irrevocable legal ruling in respect of which Reverse IT B.V. has acted as a party to the relevant proceedings, or Reverse IT B.V. acknowledges in some other way that any software which it has developed infringes copyright held by another party, Reverse IT B.V. – acting at its own expense and discretion – shall acquire the right

to continue to use the software or to replace or modify the infringing part of it so as to terminate such infringement.

- 10.5 In the event that none of these alternatives are reasonably available to Reverse IT B.V., the latter shall take back the software or the infringing part of it in return for payment of reasonable compensation based on the current market value of what it takes back.
- 10.6 Where software belonging to a supplier is involved, only the licensing and indemnification provisions of that supplier or the original manufacturer shall apply and under no circumstances shall any duty of indemnification on the part of Reverse IT B.V. extend further than that to which its supplier indemnifies it. On request, Reverse IT B.V. shall inform a client of the substance of such provisions or shall ensure that the applicable provisions accompany the relevant computer software.

Article 11 Warranties and claims

- 11.1 Subject to the provisions of Article 7.3, a claim must be submitted in writing within eight (8) days after a defect is detected, in the absence of which every claim against Reverse IT B.V. pursuant to a warranty in respect of such defect shall lapse.
- 11.2 Unless agreement is explicitly reached on another warranty or the warranty provisions or claims rules of the relevant supplier or original manufacturer apply, Reverse IT B.V. warrants any goods which it supplies, which is deemed to include any computer software that has been supplied, against defective materials and manufacturing defects. Subject to Articles 11.1 and 11.3, Reverse IT B.V. warrants that any computer equipment and software will function properly. Acting at its own expense, Reverse IT B.V. shall do all in its power to remedy any defect that is detected or assume responsibility for a replacement, such at its discretion. Under no circumstances shall it be required to do more.
- 11.3 Special warranty provisions:
- a. by way of a condition to ensure compliance with its obligations pursuant to a warranty under this article, Reverse IT B.V. may require that any item which qualifies for such warranty be sent carriage paid to it or to any address which it stipulates;
 - b. where on-site repairs are required, any travel and accommodation expenses shall not be covered by the warranty;
 - c. no warranty shall apply:
 - in the case of any discrepancy in terms of quantity, quality or durability which is minor, deemed to be permissible in the industry or is technically unavoidable;
 - where installation is carried out by someone other than Reverse IT B.V.;
 - in the event that a client themselves has arranged for repairs to be carried out on any goods or for the latter to be modified, has used the relevant consignment improperly or for a purpose other than its original designated use, or the client or some other party has performed some other work in connection with that;
 - in the event that any maintenance directions and guidelines for positioning, storage and the like have not been complied with;
 - in the event that a client fails to comply with any obligation pursuant to an agreement concluded with Reverse IT B.V. or fails to do so promptly;
 - should it appear that a client has tried to copy or replicate any computer software that has been supplied or consents to a third party copying or replicating it;
 - should it appear that the cause of a defect is not to be found in any computer equipment and/or software supplied by Reverse IT B.V.
- 11.4 Where the goods involved have been sourced from a supplier, only the latter's terms and conditions governing warranties and claims shall apply. On request, Reverse IT B.V. shall inform a client of their substance or shall ensure that the applicable provisions accompany the relevant goods.

Article 12. Liability and indemnification

- 12.1 Should there be any question of non-compliance, the relevant client's financial and other obligations shall not be suspended.
- 12.2 The liability of Reverse IT B.V. in relation to the supply of goods, which is deemed to include that of computer software, shall be confined to compliance with the warranty obligations stipulated in Article 11. Where there is any question of non-compliance with an agreement or harm has been suffered on some other legal grounds, Reverse IT B.V. shall only be liable for a direct loss subject to a maximum amount equivalent to the fee stipulated in the relevant agreement.
- 12.3 At such time as a client detects any harm, they shall have a duty to notify Reverse IT B.V. of this as soon as possible by means of a notice of default. Such notice of default shall mention the harm in as much detail as possible. Furthermore, the notice of default referred to in Article 12.2 shall stipulate a deadline by when Reverse IT B.V. may still effect compliance.
- 12.4 The notice of default referred to in Article 12.2 shall only be given unless it is already impossible for Reverse IT B.V. to effect compliance. At such time as any harm is detected and compliance is impossible, Reverse IT B.V. shall be liable on the grounds of culpable default.
- 12.5 The amount that must be paid for harm loss which occurs shall never exceed the sum for which Reverse IT B.V. is insured. Furthermore, such amount shall never exceed the sum that is paid out by the insurer or to Reverse IT B.V.
- 12.6 Any liability for harm suffered by a client shall be precluded, unless it is due to a wilful act or omission, or gross negligence on the part of Reverse IT B.V., its employees or any staff whose services it avails itself for the purposes of executing the relevant agreement.
- 12.7 Reverse IT B.V. shall at any rate not be liable for:
- any indirect or consequential loss, loss of earnings, foregone savings, the disruption of business, lost production or transport charges;
 - any harm due to the loss of information, files and data; any harm suffered as a result of information or advice provided by Reverse IT B.V., except in so far as it is due to a wilful act or omission on the part of Reverse IT B.V. or any staff whose services it avails itself of for the purposes of executing the relevant agreement.
- 12.8 A client shall indemnify Reverse IT B.V., its staff and any person put to work by or on behalf of Reverse IT B.V. against any claim filed by another party for compensation for any harm suffered by the latter which has been caused by or is in any other way related to goods and services supplied by Reverse IT B.V.
- 12.9 Any terms and conditions that limit, preclude or establish liability which are raised as defences against Reverse IT B.V. by any other party, including a supplier, may also be raised as a defence against the relevant client by Reverse IT B.V.

Article 13 Assignment of rights and duties

- 13.1 A client shall not be permitted to assign its rights and duties pursuant to an agreement to any other party without the prior written consent of Reverse IT B.V., which consent shall not be withheld on unreasonable grounds.
- 13.2 Reverse IT B.V. shall be entitled to assign its rights pursuant to an agreement to any other party, to arrange for someone else to succeed it under an agreement or to engage another party for the purposes of executing a contract.

Article 14 A client's obligations

In the event that any information required for the purposes of executing an agreement is not supplied to Reverse IT B.V. or not on time or in accordance with any arrangements, or should the relevant client fail to comply with their obligations in some other way, Reverse IT B.V. shall be entitled to suspend the execution of that agreement and to charge an additional fee in accordance with its standard rates.

Article 15 Maintenance

Reverse IT B.V. is willing to enter into a maintenance contract with a client in accordance with the general terms and conditions governing maintenance contracts employed by Reverse IT B.V.

Article 16 Service and the provision of services

In the event that Reverse IT B.V. agrees with a client that it will provide staff support for a certain period of time or supply other specified facilities, this shall occur on the basis of hours worked in return for the then applicable standard service charges levied by Reverse IT B.V. Such charges shall always be exclusive of material and call-out charges, and they shall apply unless other rates have explicitly been agreed to in writing, whether based on specifications or otherwise.

Article 17 Payment and cancellation procedures for training and courses

- 17.1 Any training or course fee mentioned in an agreement shall always be payable in advance.
- 17.2 A client may cancel training or a course one (1) month before it is scheduled to commence.
- 17.3 A client shall be liable for the payment of 20% of the total training or course fee where cancellation occurs more than two weeks before the scheduled date of commencement and 50% up to one (1) week before that date.
- 17.4 Where cancellation occurs within one (1) week before the scheduled date of commencement, the relevant client shall be liable for the entire training or course fee. In this case Reverse IT B.V. shall confer on the client concerned a right of substitution.

Article 18 Fees

The standard fees and rates which Reverse IT B.V. employs for maintenance, the provision of services – which is deemed to include consultancy – installation and implementation, shall be based on the wage and price levels applicable in the December prior to the date on which the relevant client has been notified of them. Every year they shall be adjusted on 1 January in line with any variation in the aforementioned wage and price levels. In the event that the final information which is required for this purpose is not available in time, invoicing may occur on the basis of an estimate and may be subsequently adjusted if necessary. An interim adjustment may be made in the event that any excessive wage or price variation constitutes grounds for doing so.

Article 19 Adjustments and work variations

- 19.1 Reverse IT B.V. shall be entitled to carry out excess work and to charge for this without a client's prior consent, provided that such additional work does not amount to more than 10% of the fee originally agreed to.
- 19.2 Any amendment of an order obtained from a client or caused by a change in circumstances which results in more or less work shall be carried out and charged to the client in accordance with principles of equity and fairness.
- 19.3 In the event that any excess work or a work shortfall exceeds 10% of the fee originally agreed to, the parties shall enter into consultation with each other concerning any measures which are to be adopted.

Article 20 Cancellation of service, the provision of services and items ordered

A client shall not be entitled to cancel an order placed or a purchase or supply agreement concluded with Reverse IT B.V.

Article 21 Governing law and disputes

- 21.1 All offers, agreements and their execution shall be governed by and construed in accordance with the law of the Netherlands.

- 21.2 In the event of a dispute and/or problem between Reverse IT B.V. and a client, an attempt shall first be made to resolve the matter without judicial intervention. Should it appear to be impossible to do so, the court referred to in Article 21.3 shall enjoy jurisdiction.
- 21.3 Any dispute arising pursuant thereto shall be exclusively adjudicated by the District Court of Northern Netherlands, having its seat in Assen.

Emmen, the Netherlands, July 2019

E.K. Beck
Managing Director