
Terms and conditions

Article 1. Applicability

1.1 These terms and conditions apply to all offers and agreements in which neacon Services BV and goods or services of any kind to the customer, even if these goods and/or services are not (further) described in these conditions.

1.2 Deviations from these conditions apply only insofar as they are agreed by the parties in writing.

1.3 Any purchase or other conditions of the customer shall not apply unless they have been accepted by neacon Services BV in writing.

Article 2. Offers

2.1 All quotations and/or offers are free, unless it is expressly provided that they are irrevocable and, unless expressly provided otherwise valid for a period of 30 days from the date of the offer and/or sale.

Article 3. Establishment

3.1 The agreement is concluded solely by written acceptance by neacon Services BV or by execution of the agreement by neacon Services BV.

3.2 If neacon Services BV to the client sends an order confirmation, the contents of the order confirmation is considered complete and correct, unless the client objected within 5 working days from the order confirmation.

Article 4. Price and payment

4.1 All prices are exclusive of sales tax (VAT) and other levies imposed by the government.

4.2 neacon Services BV prices in catalogues, price lists or otherwise made known prices are not binding. After completion of the agreement neacon Services BV is entitled to the agreed price increase in the case of interim increases and / or surcharges on freight, customs costs, goods and / or raw material prices, taxes, wages and social security charges, depreciation of Euro and / or increase in foreign currency and all these government measures price increases.

4.3 If the aforementioned price increases with respect to a case in total exceed 5% of the contract price excluding VAT, the client shall be entitled to cancel the agreement, provided he gives notice to neacon Services BV in writing immediately after learning. Client in case of cancellation is not entitled to compensation.

4.4 Any price reductions by suppliers of neacon Services BV be made after the conclusion of an agreement between neacon Services BV and the client can under certain circumstances only lead to a reduction in the agreed prices if neacon Services BV can buy the products for the reduced prices and if neacon Services BV does not deliver from stock. Otherwise neacon Services BV shall never be obliged to lower prices.

4.5 All invoices shall be paid by the client in accordance with the payment conditions stated on the invoice. In the absence of specific conditions, the client will pay within 15 days after the invoice date. Payment will be made without setoff or suspension for any reason whatsoever, except in so far as judicial or arbitral award has been established that the client has a deductible counterclaim or a ground for postponement.

4.6 If the client does not pay within the agreed term and fails to pay the claim, the client shall, without any notice being required, be immediately in default and can be given on the claim, in which case the client next to the then total amount owed will be liable for full compensation of judicial and extrajudicial collection costs, attorneys' fees including, the amount of which is determined at least 15% of the total amount.

4.7 If the circumstances at the discretion of neacon Services BV give cause, neacon Services BV may require additional security, failing which it may suspend the execution of the agreement.

Article 5. Confidential information

5.1 Each party shall take all reasonable precautions to keep the other party receive confidential information secret.

Article 6. Retention

6.1. neacon Services BV reserves the ownership of the business now and in the future delivered until all claims against the client, for whatever reason, will be fully met. All cases present to the client, provided by neacon Services BV are therefore deemed to be delivered on the unpaid invoices.

6.2. As long as the delivered goods are not paid in full, neacon Services BV remains irrevocably authorized and empowered to take back the delivered and still present a case to the client, without judicial intervention. All costs associated with return are borne by the customer.

6.3. As long as neacon Services BV has open any claim on the client, the client is not allowed to dispose of the goods delivered, or to the point to enter into legal transactions, unless neacon Services BV preceding has given its written consent.

6.4. If the delivered goods component into another case the client is obliged after a request to that effect from neacon Services BV other case to pledge her on pain of forfeiture of an immediately payable penalty of 10% of the outstanding claim of neacon Services BV client with a minimum of Euro 750.00 per day or part of day that the other party fails to fulfill this obligation, and an amount of Euro 500,00 for each day that the violation continues.

Article 7. Guarantees

7.1. neacon Services BV is entitled at all times, before going on to delivery (or to continue an already started delivery) of the client to demand security from the fulfilment of the obligations of the client.

7.2. The guarantee may be required only to determine neacon Services BV, in the form of a mortgage security and / or pledge and / or a bank guarantee.

7.3. Refuses client to provide the required security, then neacon Services BV is entitled, after written notice of the agreement as dissolved without the latter, being obliged to pay any compensation, without prejudice to neacon Services BV to claim full compensation for the damage suffered.

Article 8. Cooperation with client

8.1. Because of the need for his client cooperates in the execution of the agreement, client neacon Services BV will in time all useful and necessary data or information.

8.2. neacon Services BV client will timely notify the needs of all useful and necessary data or information and specifications of the equipment, materials or data on data carriers.

8.3. Client is responsible for the use and correct application within its organization the equipment, software and by neacon Services Ltd. to provide services as well as to apply accounting and calculation methodologies and data security.

8.4. If it is agreed that the principal equipment, materials or data on data carriers will make available, these will comply with to carry out the work necessary specifications.

8.5. Where implementation of the agreement necessary information does not, not timely or not available neacon Services BV in accordance with the agreements stand or if the customer otherwise does not comply with its obligations, neacon Services BV has the right to suspend the implementation of the agreement and neacon Services BV has the right to bring thus the usual rates of neacon Services BV associated additional cost.

Article 9. Delivery dates

9.1 All neacon Services BV mentioned (delivery) periods are determined in good faith based on the information known at the conclusion of the agreement neacon Services BV and will be respected as much as possible. neacon Services BV is not bound to (delivery) deadlines due to circumstances that occurred after the conclusion of the agreement, can not be met. If exceeding any period threatens, neacon Services BV and the client shall as soon as possible consultations.

9.2 The Client has the right to deliver neacon Services BV after the expiry of the (delivery) time to demand in writing within 30 days. Beyond this period the client has the right to declare the contract avoided, which neacon Services BV can never be liable for any damages and with due observance of the provisions of Articles 10 and 11.

Article 10. Termination

10.1 The Agreement may, unless the parties otherwise agree, be terminated only by decomposition and this only if the other party, after proper written notice of default attributable fails to fulfill the essential obligations under the agreement. The termination must be made by registered letter to the other party, judicial intervention is not required.

10.2 If the client at the time of the dissolution had already received benefits for the implementation of the agreement, he may terminate the contract only partially and only for that part which has not yet been implemented by neacon Services BV. Amounts neacon Services BV has invoiced before the dissolution in connection with what they already performed or delivered under the agreement remain payable and, at the time of the dissolution immediately due.

10.3 Notwithstanding the provisions of Article 10.1. a party may terminate the agreement with immediate effect without judicial intervention by giving written notice to the other party terminate in whole or in part, if the other party in a state of bankruptcy, if he is otherwise unable to meet its payment obligations or if his company is liquidated or terminated other than for the purpose of reconstruction or amalgamation of enterprises. neacon Services BV will never be obliged on account of this termination to any compensation.

Article 11. Liability

11.1. Liability is expressly limited to the fulfilment of the obligations set out in these Terms and Conditions; any action for damages, except those in respect of failure to fulfil those obligations, is excluded. neacon Services BV is not liable for costs, damages and interest that may arise as a direct or indirect result of:

infringement of patents, licenses or other rights as a result of using information provided by or on behalf of the other party;

acts and omissions of neacon Services BV, subordinates neacon ServicesBV or other persons held by or on behalf neacon Services BV to work, except for intent or gross negligence of the class of workers, in particular the management of principal persons belonging ; damage or loss, for whatever reason, from the raw materials provided by the client, semi-finished products, models, tools and / or other issues.

11.2. If and to the extent that on neacon Services BV as any liability on any grounds whatsoever, this liability is always limited to the invoice value of the performance that gave rise to the damage, provided that neacon Services BV never for a higher amount is liable than the amount for which it is more than assured.

11.3. If an event occurs that might result in harm to the client or can reasonably be expected to arise which neacon Services BV can be held liable, the client without delay, but in any case within five days of such event, neacon Services BV of that event in writing to notify. Let client after timely written notice, it shall forfeit its right to compensation in relation to the relevant event. All claims for damages by the client expire ninety days after the event which caused the damage, unless the damage has been declared in good time to neacon Services BV as this has been communicated.

11.4. In all cases where neacon Services BV invoke the provisions accrues in this article, any addressed employee (s) may also rely on it to do if it was in this article stipulated by the employee (s) involved.

11.5. Client is obliged to indemnify neacon Services BV for damage neacon Services BV may suffer as a result of claims by third parties relating to the goods or services provided by neacon Services BV.

11.6. Client is obliged neacon Services BV to indemnify and hold harmless against all claims of third parties for compensation of damage in any way connected with the implementation of the agreement between neacon Services BV and the client.

11.7. neacon Services BV is not liable for damage resulting from failures arising from circumstances that are not attributable to neacon Services BV.

Article 12. Force majeure

12.1 Neither party is obliged to fulfil any obligation if they are prevented from doing so due to a circumstance that is not attributable to its fault or by law, legal act or generally accepted for its account in traffic. The following conditions are deemed not borne by neacon Services BV to come: strikes, traffic, transport or operating disturbances, riots, war conditions, failure of suppliers neacon Services BV.

Article 13. Applicable Law and Disputes

13.1 The contracts are governed between neacon Services BV and the client Dutch law.

13.2 Any disputes between neacon Services BV and the client may arise from the by neacon Services BV with client agreement or a result of further agreements that may result therefrom, shall be submitted first to the competent court in the district of location of neacon Services BV, unless neacon Services BV preference should indicate the competent court in the District of the location of the client. In case of absolute competence (jurisdiction) of the magistrate, the relatively competent (competent) subdistrict by law appointed.

Computer services

The following provisions shall also apply if neacon Services BV provides services in the field of computer services (service bureau), which means the processing of data using equipment from neacon Services BV.

Article 14. Duration

14.1 If the contract relates to the periodic or otherwise providing computer regularly the contract is concluded for a period of one year, unless a different period is expressly agreed.

14.2 The duration is each time automatically renewed for the original period, unless the client or neacon Services BV the contract terminated in writing with a notice period of three months before the end of the period.

Article 15. Execution of work

15.1 neacon Services BV will provide the computer services with due care in accordance with the client with written agreements.

15.2 Unless otherwise agreed, the customer shall bring the data to be processed to and pick up the results of the processing of the location where neacon Services BV performs the computer. Shipping and transport made for the account and risk of the customer even if they are performed or arranged by neacon Services BV.

15.3 All through neacon Services BV for the computer equipment to be used, software and other materials remain the property of neacon Services BV, even if the customer pays a fee for the development of its purchase by neacon Services BV. neacon Services BV, the client received goods and information and the results of the processing hold goods until the customer has paid all amounts due.

15.4 neacon Services BV may make changes in the scope or content of the computer to perform. If such changes have a change in the procedures applied by the client, will neacon Services BV client thereof as promptly as possible, and the costs of change on behalf of the client. In such case, the Client Agreement by written notice to neacon Services BV terminate on the date when the amendment enters into force.

Article 16. Telecommunications

16.1 If used in the computer, telecommunications facilities, the client is responsible for the correct choice and timely availability. neacon Services BV is not liable for damage to or loss of data or processing results during the transmission of data using telecommunication facilities.

16.2 Data processing using telecommunication facilities will neacon Services BV client assign access codes. neacon Services BV will treat these codes with care, but it is not liable to abuse it.

Article 17. Guarantee

Principal will verify the results of computer upon receipt in order to minimize the consequences for any defects. If repeated in the computer there are defects in the results of the processing, neacon Services BV, the computer services in order to best ability to repair the defects, if such defects neacon Services BV as soon as possible but no later than in writing within one week of receipt of the results notified. The replay will be performed free of charge, unless the defects are the result of errors by the client, such as providing incorrect or incomplete information in which case neacon Services BV can bring extra costs. Travel expenses can be charged to the client.

Services

The following provisions shall also apply if neacon Services BV provides services, such as organization and automation advice, feasibility studies, consultancy, equipment selection, system analysis, information and automation planning, systems management, facilities management and interim management, assistance with software development and training.

Article 18. Execution

18.1 neacon Services BV will perform the services with due care, where appropriate, in accordance with client written arrangements and procedures.

18.2 If it is agreed to be held service in stages, neacon Services BV, the start of the services that belong to the next stage until the client the results of the preceding stage in writing.

18.3 If neacon Services BV in turn under the third-party services such as hardware vendors, neacon Services BV shall never be liable for any damage resulting from the inaccuracy and / or incompleteness of advice provided by these third parties. All this is true only to the extent neacon Services BV has indicated in its recommendations to and in respect of the subjects has been obtained from third party advice.

Article 19. Modification and additional work

19.1 The Client accepts that, if the parties agree that services be expanded to provide or modified, thereby time of completion of the service may be affected. neacon Services BV client in that regard as soon as possible informed.

19.2. If a fixed price was agreed for the services, neacon Services BV shall inform the client in advance, if an extension or modification as referred to above has the effect that the agreed price is affected.

Equipment sales

The following provisions shall also apply if neacon Services BV sells equipment to the principal.

Article 20. Delivery and risk

20.1 If agreed in writing neacon Services BV will deliver the equipment sold to the customer at a designated by the client in the Netherlands.

20.2 In all cases, bears principal, after delivery by or on behalf neacon Services BV at the entrance to the address of installation, all risks of loss, decay or damage, whatever the cause.

20.3 neacon Services BV is not liable if the delivery can not take place due to unforeseen circumstances, also including its delay or failure by suppliers.

Article 21. Installation

21.1 If agreed in writing neacon Services BV will install the equipment or have it installed.

21.2 In all cases the customer for delivery of a suitable installation site with all necessary facilities such as cabling and telecommunication facilities available.

21.3 The equipment shall be considered by the principal to have been accepted on the date of installation or on the first day following the date of delivery, if the client will prepare the equipment itself, or fails to meet the obligations listed above.

Article 22. Guarantee

22.1 The equipment is guaranteed for a period of three months after acceptance in material and workmanship. The warranty solely that neacon Services BV accounted for at best to

rectify the errors. All replaced parts become the property of neacon Services BV. The guarantee does not apply if the defects are wholly or partially resulting from incorrect, careless or improper use, external causes such as fire or water damage, or if the equipment other than neacon Services BV has been changed or maintained. Travel expenses can be charged to the client. 22.2 Repairs outside the scope of this guarantee will be charged by neacon Services BV.

22.3 If the equipment neacon Services BV a subcontractor involved only the warranty conditions of the supplier of application which can only be enforced against the respective supplier. neacon Services BV shall inform the client at his request about the applicable rules.

Development of software

The following provisions shall also apply if neacon Services BV develops on behalf of the client software. The term Software means the computer programs recorded on the computer readable material and the accompanying documentation.

Article 23. Development of software

The following provisions shall also apply if neacon Services BV develops on behalf of the client software. The term Software means the computer programs recorded on the computer readable material and the accompanying documentation. 23.1 The parties will be developed specify in writing what software and how this will be done. neacon Services BV will provide develop the software with due care on the basis of data by client, is responsible for the accuracy and completeness of which client.

23.2 If it is agreed that the software development will take place in phases, neacon Services BV, the commencement of works that belong to the next phase until the client the results of the preceding phase in writing.

23.3 Subject to the provisions of Article 7.1. obtains the client regarding entirely on his behalf and on his behalf developed software, the non-exclusive right to unrestricted use of the software in its own company. The parties may agree in writing. Only if expressly agreed in writing, the source code of the software to the customer is made available and the customer is entitled to make changes to this software.

Article 24. Changes and additional work

24.1 The Client accepts that, if the parties agree that the work be extended or changed to be delivered, the timing of completion of the work may be affected. neacon Services BV client in that regard as soon as possible informed.

24.2 If a fixed price has been agreed for the work neacon Services BV shall inform the client in advance, if an extension or modification as referred to above has the effect that the agreed price is affected.

Article 25. Completion and acceptance

25.1 neacon Services BV the software to be developed to the Client will provide in accordance with the written specifications. Delivery is completed after the software available to the client is made or, if this is simplifications come after you install the software at the client.

25.2 The software shall be deemed to be accepted after completion. If an acceptance test in writing between the parties, the software shall be deemed to have been accepted after acceptance by the client, or fourteen (14) days after delivery, if the client neacon Services BV

has not informed in writing of the defects in accordance with Article 24.5, or after the recovery of the reported defects.

25.3 If a written agreement between the parties provides for acceptance of the software by the client, the client has the right to test the software for 14 (fourteen) days after delivery, unless another term is mentioned in the agreement.

25.4 If in the execution of the acceptance test, common defects in the software hamper the progress of the acceptance test, the client neacon Services BV about writing and in detail, in which case the test period of 14 (fourteen) days interrupted until the software is essentially in line with the written specifications.

25.5 If in the performance of the acceptance test shows that the software is defective which does not comply with the written specifications, the client will neacon Services BV informed immediately after off during the test period in a written and detailed acceptance report on the shortcomings and the Client has the opportunity to restore them within a reasonable period. The recovery is done free of charge if the software is designed for a fixed price. The software is considered by the principal to be accepted, if it functions essentially in accordance with the written specifications.

Article 26. Guarantee

26.1 During a period of three months after acceptance neacon Services BV will do his best to repair any defects if the software does not meet the written specifications. neacon Services BV does not guarantee that the software will work without interruption or defects or that any defects will be remedied. Such repair will be performed free of charge, unless there have been operating errors of the client or other non attributable to neacon Services BV causes or if the defects could be fixed by performing the acceptance test. Recovery of any lost data is not covered by warranty. Travel expenses can be charged to the client. The guarantee does not apply if the software has been modified by anyone other than neacon Services BV.

Usage of software

The following provisions unless otherwise agreed in writing, shall apply to all by neacon Services BV delivered to the client software. The term Software means the computer programs recorded on the computer readable material and related documentation, all including any possible new versions.

Article 27. License

27.1 neacon Services BV grants the client only the non-exclusive right to use of software.

27.2 The software by the client may only be used in its own company at which processing for which the license is issued. In the absence of such agreement applies to the processing of the client, which the software was first used as a processing unit for which the license is issued. In the event of failure, the software can temporarily be used on another processing unit.

27.3 Unless neacon Services BV derogations suggests, it is the client for security purposes allowed to make a maximum of two copies of the software. Copies will not be used by the client, but only be used to replace the original material has become unusable and must always have the same labels and indications as the original material.

27.4 The license is not transferable to third parties without written permission from neacon Services BV. The client is not allowed to sell the software, lease, dispose of or transfer as security or in any way make available to any third party. Customer will not change the

software, give in use to third parties or used for third parties. The source code of the software is not made available to contract giver.

27.5 The right to use the software ends in the following cases:

- a. Immediately without further notice if the client is declared bankrupt or applies for a moratorium;
- b. If the client fails to fulfill any of its obligations to neacon Services BV despite written warning by neacon Services BV for a period of 30 days.
- c. If the client no longer uses the software. Hereof shall be deemed to exist if the client to be used at the request of neacon Services BV can not demonstrate the program at her company for the purpose for which the right of use is provided.

27.6 In the event of termination of the user's client account documentation and the software included within thirty days any copy thereof after completion of neacon Services BV to make available an on penalty of a one-time penalty ad. € 22.500,00 (twenty two thousand five hundred Euro) as well as a fine ad. € 1.000,00 (one thousand euros) for each day that client fails.

Article 28. Maintenance

28.1 If a maintenance agreement has been concluded the following shall apply.

28.2 The maintenance contract will discuss the stay specified date and in force in the agreement until the end of the then current calendar year and be renewed from year to year twelve-month periods, unless written notice by either party at the end of any calendar year with a notice period of three months. Under the maintenance agreement will neacon Services BV at the request of the client, through maintenance keep the software in good working condition. neacon Services BV warrants that will be available for a period of at least three years following the date of availability of the software maintenance on the then current releases and / or versions of the software. This service warranty expires if no maintenance contract is concluded, or if it is terminated by the client.

28.3 The maintenance takes place at an agreed fixed rate per year, which amount must always be paid in advance. The maintenance rate can be adjusted.

28.4 Under maintenance means:

- a. correcting by client or neacon Services BV in the software defects, ie deviations from the specifications of the software included in the documentation.
- b. customizing the software if necessary due to changes in the hardware and operating software, in the ordinary course of versions and releases of computer programs of suppliers of the equipment and control software.
- c. customizing software if this becomes necessary due to legislative changes.
- d. installing new versions and / or releases of the software, however, for providing a version with new options and functions neacon Services BV can charge a fee.

e. granting during office support in the use of the software by means of a telephone helpdesk. 28.5 Prior to installation of any new releases / versions will inform neacon Services BV client on any changes thereto with respect to the previous releases / version.

28.6 The client is not obliged to accept him unwanted new versions or releases, but six months after a new version or release was released neacon Services BV will not perform maintenance on the old release version or more.

28.7 Customer shall notify defects to neacon Services BV in accordance with the usual procedures neacon Services BV in the software. Upon receipt of the notification neacon Services BV will do his best to repair any defects if the software does not meet the written specifications, as contained in the documentation. The results will depend on the urgency in

the manner customary at neacon Services BV are made available. neacon Services BV does not guarantee that the software will work without interruption or defects or that any defects will be remedied.

28.8 neacon Services BV can cost recovery charge in the event of operating errors of principal or other causes not attributable to neacon Services BV, such as defects due to capacity and functionality of the equipment or if the software by anyone other than neacon Services BV has been changed or maintained. Recovery of any lost data is not covered by the maintenance.

28.9 If action is not covered by the maintenance neacon Services BV prior notify the client and specify which rates will apply for the work.

28.10 In respect of or in contracts of neacon Services BV software developed is that the client is obliged to enter into a maintenance agreement with neacon Services BV, which agreement must first be terminated by the customer subject to the termination provisions provided that the client using the software at end end of the maintenance contract.

28.11 neacon Services BV will never be required by the client to perform maintenance if no maintenance contract in force.

Article 29. Third Party Software

29.1 If a supplier of neacon Services BV has the right to use software only acting in accordance with the provisions of its usage or license, or if the maintenance is performed in accordance with the maintenance agreement with the supplier of neacon Services BV, the provisions of those agreements applicable in disregard of the provisions of articles 25 to 27 of these General Terms and Conditions. Client accepts the provisions mentioned in the agreements of suppliers neacon Services BV. neacon Services BV shall inform the client's request on the content thereof.