GENERAL PURCHASE CONDITIONS

VEEN, BOSCH EN KEUNING UITGEVERSGROEP B.V.

dated: 8 October 2013

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1. Definitions

1.1. Except where otherwise apparent from the context, the words and expressions commencing with a capital letter in these General Conditions are defined words and expressions which have the following meaning:

Offer/Offers: Every offer by the Supplier to VBKU to conclude an Agreement;

Request: The invitation of VBKU to a Supplier to make an Offer;

Acceptance: The Written acceptance by VBKU that the Equipment and Software, individually and in combination with each other, comply with the specifications agreed between the Parties;

Acceptance test: The test and testing procedure used to establish and demonstrate that the Equipment and Software, individually and in combination with each other, comply with the agreed specifications;

Equipment: The equipment, including the associated documentation and materials, on which or in combination with which the Software must be implemented by the Supplier and must function;

Data management: The Services of the Supplier that consist of the management of data, including digital data, which can be requested, accessed and stored by VBKU and/or its clients by means of Techniques for remote communication;

Services: The work to be performed by the Supplier for the benefit of VBKU on the basis of the Agreement, as specified further in the Agreement;

Goods: The goods to be delivered by the Supplier for the benefit of VBKU on the basis of the Agreement, being corporeal objects capable of human control, and property rights;

Graphic Supplier A Supplier of graphic products or services, such as a printer or bookbinder;

Supplier: The natural and/or legal person or persons who makes an Offer to VBKU to deliver Goods and/or provide Services and/or with whom VBKU concludes an Agreement.

Customized Software: The software to be developed and adapted by the Supplier for the benefit of VBKU, including the changes and/or additions to the Standard Software including the associated documents, materials, object codes and source codes as described in the Agreement;

Agreement: All Agreements between the Parties concerning the sale/purchase and delivery of Goods by the Supplier to VBKU and/or the provision of Services by the Supplier to VBKU;

Party/Parties: VBKU and the Supplier jointly or each of them individually;

Software: all the Standard and Customized Software, with associated new and/or improved versions, documentation and materials;

Standard Software: Software and/or computer programs with accompanying documentation and materials as described in the Agreement, which has not been developed by he Supplier specifically for the benefit of VBKU;

In Writing/Written: By letter, fax, email or bailiff’s notification;

Technique for remote

communication: A means that can be used to request and/or access digital information, without the parties having to be in the same room at the same time;

VBKU: The private limited company Veen, Bosch & Keuning Uitgeversgroep B.V. (Chamber of Commerce number: 31008173), with its registered office at Herculesplein 94, 3584 AA Utrecht, or one of its group companies or publishing companies affiliated to it, being the user(s) of the Conditions;

Conditions: These General Purchase Conditions of VBKU, filed with the Chamber of Commerce under number 31008173.

PART A: GENERAL CONDITIONS

2. Applicability

1. These Conditions are applicable to all requests, Offers, assignments and Agreements in which VBKU acts as the purchaser and/or the client of a delivery of Goods and/or performance of Services of any nature whatsoever ordered by it or on its behalf, as well as all undertakings arising from or building on these requests, Offers, assignments and Agreements.
2. These Conditions consist of two parts. Part A contains the general provisions that are applicable to all requests, Offers, assignments and Agreements. Part B is applicable only to the purchase (i.e. Request or Offer to purchase) of Information and Communication Technology (ICT), in the broadest sense. In the event of any conflicts between Part A and Part B, the special stipulations of Part B will prevail.
3. The applicability of general or specific conditions used by the Supplier to any Agreement, under whatever name, is explicitly rejected by VBKU, unless and after the conditions concerned have been declared applicable to an Agreement by VBKY in Writing. Under no circumstances does acceptance in this manner of the applicability of the Supplier's conditions to an Agreement result in the tacit applicability of these conditions to any future Agreements.
4. Amendments and/or additions to the Conditions will only be valid after they have been accepted by VBKU in Writing.
5. If the Conditions have applied to any Agreement, they will automatically apply to any future Agreement concluded, therefore without any separate agreement to this effect between the Parties concerned being required, unless the Parties have expressly agreed otherwise in Writing with respect to the relevant Agreement.
6. In case of nullity or annulment by the Supplier of one or more provisions of the Conditions, the remaining provisions of the Conditions will continue to apply in full to the Agreement. The Parties will consult each other on replacing the invalid or voided provision of the Conditions by a provision which is valid or not voidable and which approaches the content and purport of the invalid or voided provision as closely as possible.
7. In so far as an Agreement differs from one or more provisions of the Conditions, the provisions of the Agreement will prevail. The remaining provisions of the Conditions will in that case continue to apply in full to the Agreement.

3. Formation of Agreements

1. The making of an Offer by the Supplier does not oblige VBKU to enter into an Agreement with the Supplier.
2. A Request by VBKU is followed by an Offer from the Supplier that is irrevocable, not free from obligations and valid for at least sixty (60) days after receipt thereof by VBKU.
3. An Agreement will be concluded only after VBKU has accepted an Offer from the Supplier by means of a Written assignment. Oral agreements will only be recognized if and at the moment that are confirmed by VBKU in Writing.
4. If a Written assignment or Written Request has been submitted by VBKU without the Supplier having made an Offer prior thereto or without the Supplier confirming the assignment, the Agreement will be effected by the delivery of the Goods or the start of the provision of the Services in accordance with the assignment or Request.
5. Alterations and/or additions to the Agreement will only be valid after they have been accepted by VBKU in Writing.
6. Undertakings by and agreements with employees or representatives of VBKU are only binding on VBKU vis-à-vis the Supplier if and in so far as these undertakings and/or agreements have been ratified or have been confirmed to the Supplier in Writing by a person authorized by VBKU.

4. Prices and rates

1. The agreed prices and rates are fixed and cannot be changed during the term of the Agreement.
2. All prices and rates are exclusive of turnover tax (VAT).
3. Unless explicitly agreed otherwise, all prices and rates are inclusive of packaging and transport costs and other costs of shipping, import documents, insurance, travel time, travel costs and subsistence expenses.
4. Prices and rates are stated in euros, unless payment in other currency has been agreed in Writing.
5. The Supplier will only be entitled to increase the agreed fixed prices and rates or obliged to lower the agreed fixed prices and rates if VBKU makes a material change to the originally agreed work. Moreover, the Supplier is only entitled to increase the agreed prices and rates if VBKU has agreed to this in Writing.
6. If the Supplier believes that extra work will be involved, it will notify VBKU of this as soon as possible. The extra work will be performed at a fixed price, unless performance on the basis of subsequent calculation has been agreed. With respect to the extra work to be performed by the Supplier, the provisions of the Agreement to which the extra work relates will apply.
7. If it is agreed by the Parties, explicitly and in Writing, that the work, including the extra work, of the Supplier will be performed on the basis of subsequent calculation (hours multiplied by rate) the Supplier will provide VBKU with a Written statement in advance of the rates charged by the Supplier and the estimated total cost of performing this work and extra work. Only after VKBU has given its approval in Writing to the statement of rates and estimated total cost may the Supplier claim payment for the work on the basis of the rates and the estimated total costs.

5. Payment

1. With respect to Goods delivered and/or Services provided by the Supplier, the Supplier will send an invoice to VBKU. VBKU is only required to deal with an invoice that complies with the statutory requirements and shows the correct client and purchase references issued by VBKU.
2. Unless agreed otherwise, payment of the amounts owed under the Agreement must be made within forty-five (45) days of the invoice date. Contrary to the that sated above, a payment term of 90 days applies for Graphic Suppliers.
3. The invoice date will be deemed to be the date of receipt of the invoice by VBKU. This date of receipt will not be a date earlier than the date on which the Goods are delivered to the specified delivery address of VBKU or the date on which the Supplier has commenced the Services for VBKU.
4. Payment will be made into the Supplier’s bank account stated on the invoice, in euros, unless payment into a different account or in a different currency has been agreed in Writing.
5. Payment by VBKU does not constitute in any way a waiver of any right or acceptance of the Goods delivered and/or the Services provided.
6. If VBKU fails imputably in its payment obligation, VBKU will only be in default after it has been served notice of default by the Supplier in Writing and if after the expiry of a term of fourteen (14) days it has still failed to pay. If VBKU is in default, it will only owe the statutory interest on the overdue amount for the period that the default continues. The Supplier is not permitted to charge debt collection costs.
7. VBKU, and any legal persons affiliated with it, is entitled to set off all claims against the Supplier against any amount owed by VBKU (and/or any legal persons affiliated with VBKU) to the Supplier or to natural or legal persons affiliated with the Supplier.

6. Quality control and reporting

1. In performing the Agreement the Supplier will keep VBKU informed of the progress of the work as well as the financial situation, and will provide VBKU with all information in this regard on request.
2. VBKU is entitled at all times to inspect the provision, quality and progress of the Goods and Service at the location where they are being delivered and/or provided. The Supplier hereby grants access to the locations where the Goods have been placed and the Services are provided.

6.3. If an Agreement is concluded for a longer period of time, at the discretion of VBKU, VBKU is entitled to request an interim report from the Supplier, at times and in a manner to be specified by VBKU.

7. Provision of the Services

1. In providing the Services the Supplier will or may make use of one or more persons to be engaged by the Supplier, who on the grounds of an employment contract are employed by the Supplier. In specific situations, VBKU may demand that the Supplier personally carries out the Services.
2. The Supplier will be fully independent in the actual performance of the Services and, if the Supplier is a natural person, before the commencement of the Services will provide VBKU with a valid Declaration of Independent Contractor Status (*Verklaring Arbeidsrelatie*, VAR). VBKU is entitled to postpone its payment obligations towards the Supplier if it has not provided a valid VAR.
3. The Supplier will keep VBKU informed of the actual provision and progress of the Services.
4. The Supplier carries out work for and provides Services to one or more other clients.
5. If a person engaged by the Supplier to provide the Services is unable to carry out the Services as a result of illness, leave or suspension, or as a result of death or the termination of his/her employment contract with the Supplier, the Supplier will arrange for a suitable replacement. The replacement person must have the same qualifications as the original person engaged to provide the Services. Persons may only be replaced following prior approval by VBKU.
6. In so far as applicable, the Supplier is obliged to impose the obligations arising from the Agreement (therefore including the obligations arising from these Conditions) to any persons engaged by it in the performance of the Agreement.

8. Mode of delivery

1. The Supplier will deliver the Goods and transfer the ownership thereof to VBKU at the time of delivery at the location indicated by VBKU. The Supplier warrants that the Goods are free and unencumbered.
2. Unless VBKU has determined otherwise, delivery of the Goods will be carriage paid at the location where VBKU has its business or carries out its activities. VBKU will inform the Supplier in Writing if necessary of the address, floor, room, contact person, telephone number and, if applicable, the technical facilities.
3. The Supplier is obliged to cooperate fully in the delivery of the Goods or the provision of Services under the Agreement. Any instructions by VBKU with respect to packaging and shipment must be strictly observed.
4. Packaging and transport of the Goods to be delivered will be at the risk and expense of the Supplier. Transport is also taken to mean in these Conditions the transport of Goods that are used in providing the Services, as well as the transmission of data by means of a data communication network and all comparable transmission or transport by any other technical means.
5. VBKU is not obliged to store the Goods to be delivered, unless this has been explicitly agreed. If storage is to take place, this will be at the risk and expense of the Supplier. The Supplier itself must take out insurance to cover this risk if desired.
6. Goods delivered or transferred and/or results of Services are at the risk of VBKU from the moment of delivery at the offices of VBKU.
7. Any delivery or transfer of Goods or results of Services by the Supplier to VBKU does not constitute final and unconditional acceptance of the Goods or Services by VBKU.
8. In the event of complaints or if the Goods are faulty and/or are delivered late, the costs of returns will be at the risk and expense of the Supplier. Return packaging may be returned carriage paid to the Supplier at the risk and expense of the Supplier.

9. Term of delivery

1. The term(s) of delivery agreed between VBKU and the Supplier will be considered a strict deadline or strict deadlines, unless explicitly agreed otherwise between the Parties.
2. If the Supplier expects a delay, it will be obliged to inform VBKU immediately that the agreed delivery time cannot be strictly observed.
3. Unless explicitly agreed otherwise in Writing, the term of delivery commences on the day on which the Agreement is concluded.
4. If the parties have agreed that more or less work is involved, if there is reason for such the originally applicable period for compliance will be changed based on the more or less work, and the new end date agreed between the Parties will apply.

**10. Acceptance**

1. In any case after the Supplier has performed its obligations under the Agreement, VBKU will subject the Goods delivered and Services provided to an acceptance test within a reasonable period of time (being not shorter than 90 days). If it then becomes apparent that the Goods delivered and Services provided meet the requirements and performance set out in the Agreement, the Goods and Services will be accepted by VBKU.
2. If during an inspection, check and/or test before, during or after the delivery of the Goods or the performance of the Services the Goods or Services are rejected in full or in part, VBKU will notify the Supplier of this in Writing.
3. If with respect to the performance of the Agreement shortcomings are observed or the performance is otherwise not in accordance with the provisions of the Agreement, VBKU will be entitled, supplementary to other provisions of these Conditions and supplementary to any rights ensuing from common law:

(a) to reject the Goods concerned or the Services or results thereof or not to accept them and, if such is necessary in the opinion of VBKU, to have the Supplier deliver the performance again within the set period of time as far as possible, at the Supplier’s expense;

(b) if VBKU decides, in response to the rejected Goods or the Services or results thereof, not to have the Supplier deliver the performance again, to owe only a fair reduction of the agreed payment, which will qualify immediately and fully for setoff against any claim of the Supplier on VBKU;

(c) to deliver the rejected Goods or the Services or results thereof itself or arrange for third parties to do so at the expense of the Supplier, if the Supplier remains in default.

**11. Warranty**

1. During the performance of the Agreement and during the expected life of the Goods delivered and Services provided, which under no circumstance will be less than one year after the acceptance thereof by VBKU, the Supplier warrants that all Goods delivered and the results of the Services will at least:
2. be of good quality;
3. be free from flaws in the materials used and the construction;
4. be complete and suitable for their purpose;
5. comply with the relevant specifications, drawings and technical information and with the applicable laws or other regulations prescribed by the authorities in the Netherlands, such as those with respect to health, safety, environmental health and electromagnetic interference;
6. (in the event of electronic content) be free from viruses and malicious or harmful software.
7. The Supplier warrants that the Services to be provided by it or on its behalf under the terms of the Agreement will be performed professionally, and that for the duration of the Agreement its personnel meet and will continue to meet the agreed qualities as regards training, expertise and experience.
8. If the Goods have been ordered without further specifications, or if Services can be provided by the Supplier without further specifications, the Goods to be delivered or the Services to be provided will be free from defects and possess the qualities that are suitable for their purpose as can be normally expected, for which the Goods and Services can be used and comply with the highest requirements of the safety and quality standards used in the sector, all as they apply at the time of the delivery of Goods or the provision of Services.
9. Any defects or flaws becoming apparent during a warranty period as referred to in this article, with the exception of those caused by normal wear and tear or abnormal use, will, following the first notification from VBKU, be repaired, replaced or supplemented immediately, in full and free of charge by the Supplier, without prejudice to any other rights of VBKU.
10. If, following the aforementioned notification, the Supplier has not commenced repairs within a period that is reasonable for VBKU, VBKU will be authorized to carry out this work itself or have it carried out by third parties at the risk and expense of the Supplier without any further consequences for the warranty obligations entered into by the Supplier, provided that the Supplier is informed of this as soon as possible. All claims VBKU may have or may acquire against the Supplier in these cases will be due and payable immediately and in full.
11. After the warranty period has expired, the Supplier will be required to comply with the obligation described in Article 11.4, for payment of a reasonable amount by VBKU to be agreed by the parties in advance. The results of implementing this obligation by the Supplier are subject to the provisions of the warranty clause.

**12. Liability and insurance**

1. Without prejudice to the other obligations of the Supplier, the Supplier is liable for loss or damage suffered by VBKU and/or third parties resulting from any unlawful use or loss of keys and/or access passes that the Supplier has received from VBKU.
2. The Supplier indemnifies VKBU against third-party claims on account of loss, due to shortcomings in the Goods delivered, including safety defects within the meaning of product liability, and/or due to an act or failure to act on the part of the Supplier or its auxiliary persons.
3. If VBKU has failed imputably to comply with an obligation or is liable on the grounds of an unlawful act, VBKU will only be liable towards the Supplier for the loss demonstrably suffered by the Supplier which is directly and immediately related to the imputable failure of VBKU, or VBKU’s liability on the grounds of an unlawful act or VBKU’s liability for loss due to death or physical injury. This liability for the aforesaid loss is limited to a maximum of 100% of the payment(s) invoiced for the Agreement (exclusive of VAT), up to a maximum of EUR 500,000 (five hundred thousand euros) and with continuing performance contracts is limited to an amount equal to 100% of the payment(s) (exclusive of VAT) invoiced for that year on the grounds of that Agreement, up to a maximum of 1 (one) million euros. A series of related events will be regarded as a single event.
4. Without prejudice to the provisions of Article 12.3, the liability of VBKU is in any case limited at all times to the amount for which VBKU’s liability insurance provides cover in the relevant case. Apart from the cases referred to, VBKU has no other liability to pay compensation. The limitation of VBKU’s liability ceases to apply, however, in the event of wilful misconduct or gross negligence on the part of VBKU. The liability of VBKU from an imputable failure to comply with an obligation arises only if VBKU is served notice of default by the Supplier immediately and properly, giving it a reasonable period of time to rectify the failure, and if VBKU even after this period continues to fail imputably to comply with its obligations.
5. The Supplier warrants that it has taken out adequate insurance and will remain adequately insured to cover the risks arising for the Supplier under the Agreement(s).

**13. Taxes and social insurance contributions**

1. The Supplier will receive the payments as referred to in Article 5 of these Conditions as compensation for the Services to be performed by it. Any tax claims, social insurance contributions, penalties and/or interest payable arising from the Agreement are fully and without exception at the expense of the Supplier.
2. In the event that the Tax Authorities and/or the Employee Insurance Agency, contrary to the standpoint and the intention of the parties, decide that an employment agreement / employment relationship (within the meaning of the legislation concerned) exists between VBKU and the Supplier and/or one or more of the persons engaged by the Supplier and as a result VBKU would be obliged to deduct and/or pay payroll tax and/or social insurance premiums, VBKU will be entitled to deduct this payroll tax and/or social insurance premiums as well as any penalties imposed and/or interest to be paid, from the payments referred to in Article 4 of the general conditions.
3. The loss to VBKU from any premium transfer allowance that may be payable at that time will be fully compensated by a reduction of the payments referred to in Article 5 of these Conditions.
4. If and in so far as the payability of wage tax and social insurance premiums referred to above, as well as the premium transfer allowance, will be established with retrospective effect over a period during which no deductions have been made from the payments referred to above, the Supplier will be liable towards VBKU and the Supplier will compensate VBKU on demand the full loss arising from any revised payroll tax assessment, social insurance premiums and premium transfer allowance, as well as any penalties imposed and/or interest to be paid. Furthermore, the Supplier will refund to VBKU any turnover tax (VAT) wrongly invoiced to and paid by VBKU.
5. Non-compliance by the Supplier with the obligations contained in the previous paragraphs of this article gives VBKU the right to terminate the Agreement out of court with immediate effect.

**14. Registration at the Chamber of Commerce and VAT number of Supplier**

1. Depending on the nature of the Agreement, VKBU may demand that upon entering into the Agreement the Supplier provides a certified copy of the registration at the Chamber of Commerce concerning the conduct of its business as a legal entity and attaches a copy of the assignment of a VAT number to the Agreement.

**15. Intellectual property rights**

1. All intellectual and industrial property rights, including but not limited to copyright and database rights, to all Goods and/or the results of Services, including but not limited to copies, models, drawings, designs, documentation, photographs, films, information carriers, equipment and software (in object and source code), lithos, data and data files, which are the subject of and/or arise from and/or are used within the context of compliance with the obligations under the Agreement between the Supplier and VBKU are vested in VBKU or, if they are not vested in VBKU, will be transferred by the Supplier to VBKU, in so far as permitted by law, which transfer will hereby be accepted immediately following the creation of these rights. In so far as further formalities are required for the transfer of such rights, this registration will be made in favour of VBKU and in that case the Supplier will lend its unconditional cooperation to the transfer of such rights to VBKU for no consideration, should VBKU so demand.
2. The Supplier grants VBKU an exclusive and unlimited right of use for an indefinite period with respect to the intellectual and industrial property rights attached to the Goods delivered and the results of Services anywhere and at any time, but of which the intellectual property rights and similar rights cannot be transferred to VBKU, because these are vested in third parties and are therefore not transferable by the Supplier. In that case the Supplier will state this in Writing in the Agreement and warrants that it is entitled to enter into the Agreement with VBKU and that it possesses all the necessary documents showing that any entitled parties have given their consent to the exclusive and unlimited exploitation by VBKU of the Goods and/or the Services and their results for an unlimited period.
3. The Supplier warrants that the Goods delivered by it and/or results of Services provided by it will not in any way infringe any rights that third parties may exercise based on any regulations, including intellectual and industrial property rights, and indemnifies VBKU both in and out of court against all claims third parties may exercise based on the aforementioned legislation or regulations.
4. If there are or remain obvious doubts with respect to the accuracy of the rights asserted by third parties as referred to in this article, VBKU will be entitled to postpone compliance with the Agreement until it is irrevocably established at law that VBKU does not infringe these rights through compliance with the Agreement.

**16. Confidentiality**

1. Information that VBKU has provided to the Supplier or that the Supplier has provided to VBKU may contain valuable, confidential information and business secrets. Information includes but is not limited to specifications, data, financial information, handbooks, product plans and documentation, whether or not tangible, related to Goods and/or Services. Unless stipulated otherwise in this respect in the Agreement, information will remain the exclusive property of the Party that discloses the information to the other Party. Unless stipulated otherwise in the Agreement, the Party to which the information is made available will not reproduce the information or disclose it to third parties or allow others to do so. The Supplier will impose these confidentiality clauses on its employees and any third parties engaged by it.
2. The obligations of confidentiality do not extend to information:
3. that was already in the public domain at the time of its disclosure;
4. that has become part of the public domain other than through a violation of the Agreement;
5. of which one Party, before the information was disclosed to it by the other Party, had already gained knowledge in a lawful manner;
6. that was disclosed by a Party who was entitled to disclose it;
7. that has been developed independently of disclosure by the other Party; or
8. that on the grounds of a court order or instruction must be disclosed and the other Party has been informed of this within a period of time such that it can challenge this, unless the nature of the information being requested and the given instructions mean that the non-disclosure obligation of the first paragraph of this article is applicable.

**17. Materials**

1. The materials entrusted by VBKU to the Supplier, of whatever nature, are and remain the property of VBKU. The Supplier will keep the materials, of whatever nature, entrusted to it by VBKU within the context of compliance with the Agreement, with due care, will adequately insure them, label them as originating from VBKU and return them to VBKU on demand.
2. The Supplier is obliged to ensure that prior to the performance of the Agreement a duplicate will be made of the materials provided by VBKU to the Supplier should this be appropriate (including examples and/or information). The Supplier must keep these in the event that the materials made available are lost by the Supplier while in its possession or become unusable through damage. In that case the Supplier must provide VBKU with a new copy upon the latter’s request and without any compensation of costs.
3. All items produced by the Supplier such as production resources, semi-finished goods and auxiliary materials, including typeset, design drawings, models, working and detailed drawings, information carriers, computer software, data files, photographs, lithos, cliches, films, micro and macro mountings, printing plates, screen printing matrices, engraving cylinders, stereotypes, punching knives and moulds, (foil) matrices, embossing plates and peripheral equipment will become the property of VBKU as soon as it has met its payment obligation(s) under the Agreement, in which context the above resources have been created.

**18. Privacy**

1. If in the performance of the Agreement by the Supplier personal data is to be processed, the Supplier is obliged to comply with the obligations arising from the Personal Data Protection Act (*Wet bescherming Persoonsgegevens -* Wbp) and other legislation and regulations pertaining to the protection of personal data. The Supplier must abide by the instructions that VBKU gives in that context.
2. The Supplier will ensure that appropriate technical and organizational measures are taken to protect personal data from loss or any form of unlawful processing.
3. VBKU is not liable for failure by the Supplier to comply with that provided for in the previous sentences and the Supplier indemnifies VBKU, except in the case of wilful misconduct or gross negligence on the part of VBKU, against all claims from third parties that may be brought against VBKU on the grounds of the aforementioned legislation and regulations.

**19. Force majeure**

1. Failure of one Party to comply with the Agreement cannot be imputed to this Party if it is not its fault or it cannot be held accountable under the law, the Agreement or according to generally accepted standards.
2. If the Supplier has demonstrated that compliance with the Agreement is delayed as a result of force majeure, the period of compliance will be extended by the duration of this delay. The Supplier may rely on force majeure only if the Supplier has notified VBKU of this in Writing as soon as possible, and in any case within the agreed period for delivery, upon submission of the necessary documentary evidence.
3. If during a period of more than ten working days the Supplier cannot or fails to comply with its obligations under the Agreement as a result of force majeure, VBKU will be entitled to terminate the Agreement in Writing out of court with immediate effect, without this giving rise to any right to compensation.
4. Force majeure will in any case not include: a lack of personnel, strikes, illness of personnel, late delivery or unsuitability of Materials, breach of contract by third parties engaged by the Supplier and/or liquidity or solvency problems on the part of the Supplier.
5. If the Supplier has already partly complied with the Agreement before the situation of force majeure arose, VBKU has the option of either paying the agreed prices and rates on a pro rata basis, or not to pay anything and to return the Goods and the results of the Services already received, without owing any further compensation.

**20. Transfer of rights and obligations to third parties**

1. The Supplier is not entitled to transfer any or all of the rights and/or obligations under the Agreement to a third party without the explicit prior Written permission of VBKU. Conditions may be attached to this permission.
2. In the event that the Supplier wishes to make use of the Services of third parties in the performance of the Agreement, either through subcontractors or by hiring temporary staff, it will only be authorized to do so following the Written permission of VBKU, which will not withhold its permission on unreasonable grounds.
3. VBKU will have the right to attach conditions to the approval referred to in Articles 20.1 and 20.2 or to set a time limit in this respect. Permission granted by VBKU is without prejudice to the Supplier’s responsibility and liability for the performance of both the obligations upon it by virtue of the Agreement and the obligations upon it as an employer by virtue of the applicable tax and social security legislation.

**21. Export**

1. The Supplier will indemnify VBKU against all claims from third parties relating to violations of applicable export provisions that can be attributed to the Supplier. If export provisions are applicable to the export of Goods and/or the results of Services, with which VBKU is required to comply, the Supplier will inform VBKU of this in good time and in full.

**22. Termination**

1. If the Supplier fails to fulfil all or any of its obligations under the Agreement, the Supplier will be deemed to be in default by operation of law and VBKU will have the right to terminate all or part of the Agreement unilaterally by means of a Written notification to the Supplier, without any notice of default or judicial intervention, and/or to suspend its payment obligations and/or to transfer all or part of the performance of the Agreement to third parties, without VBKU being obliged to pay any compensation and without prejudice to any rights accruing to VBKU, including the right to full compensation. All claims which VBKU may have or may acquire against the Supplier in these cases will be due and payable immediately and in full.
2. In the event of insolvency, suspension of payments, cessation of work, liquidation or takeover or any comparable situation of the Supplier, or if the Supplier ceases its business operations of if an attachment has been levied on a substantial part of the Supplier's assets or if the Supplier is otherwise no longer deemed capable of fulfilling the obligations arising from the Agreement, the Supplier will be in default by operation of law and VBKU will have the right to terminate all or part the Agreement unilaterally by means of a Written notification, without any notice of default or judicial intervention being required and without VBKU being obliged to pay any compensation and without prejudice to its other rights, including VBKU's right to full compensation.
3. VBKU is entitled to terminate an Agreement unilaterally by giving notice before the Supplier has commenced the performance of the Agreement. Any direct costs that the Supplier may have already incurred within the context of this Agreement, which will be demonstrated by the Supplier, will in that case be reimbursed in all reasonableness. VBKU is not obliged to make any other payments to the Supplier.
4. Without prejudice to any other provisions, VBKU may terminate and end the Agreement before the end of the term if certain circumstances mean that VBKU cannot reasonably be expected to continue this Agreement. The circumstances referred to above will be deemed to arise if the Supplier is unable by reason of illness, an accident or an unforeseeable circumstance, to perform the Services and that as a result the continuity of the Services will be endangered in the opinion of VBKU. In that case VBKU will not owe any payment or compensation.
5. If after VBKU has invoked termination of the Agreement, following a request to take back the Goods the Supplier has not proceeded to take back the Goods within a reasonable period of time, VBKU is entitled to store, destroy and/or remove the Goods at the risk and expense of the Supplier.
6. All materials and/or information of VBKU, including copies thereof, held by the Supplier at the moment the Agreement is terminated will be returned immediately to VBKU at the Supplier’s risk and expense.

**23. Applicable law and competent court**

1. All Agreements concluded by VBKU are exclusively governed by Dutch law.
2. All disputes between the Parties will be exclusively settled by the District Court of the Central Netherlands, Utrecht location, unless the Parties have agreed to arbitration or a binding opinion.
3. If the Parties have agreed to arbitration, the dispute will be settled in accordance with the Arbitration Regulations of the Netherlands Arbitration Institute. The location of arbitration will be in the place in which VBKU has its registered office and the arbitration tribunal will comprise three arbitrators.

PART B: SPECIAL STIPULATIONS

In addition to the provisions of Part A, the provisions of Part B are applicable if VBKU purchases Goods and/or Services in the area of Information and Communication Technology (ICT). In the event of any conflicts between Part A and Part B, the special stipulations of Part B will prevail.

24. Standard Software

1. The Standard Software will comply with the specifications laid down in the Agreement. The Supplier will implement the Standard Software if so agreed.
2. With the delivery of the Standard Software or the development of Customized Software in addition to existing Standard Software, the Supplier, where Standard Software of a third party is involved, will enter into a contract direct with this third party and arrange for the necessary licences for the use of the Standard Software.
3. Before the Agreement for the use of the Standard Software by VBKU is concluded, the Supplier undertakes in any case to provide information on deviations in the functioning of the Standard Software compared to the specifications desired by VBKU, in so far as these are known or should have been known to the Supplier.
4. The Supplier grants VBKU the non-exclusive right to use the Standard Software as described in the Agreement for an unlimited period. Any licence conditions of third parties and the scope of the right of use are also included in the Agreement. The Supplier hereby sells to VBKU the data carrier(s) containing the Standard Software.
5. VBKU is entitled, inter alia to prevent the loss of data, to make backup copies of the Standard Software and associated documentation. In addition, VBKU is entitled to rectify errors or have such errors rectified.
6. VBKU is entitled, if the Equipment is fully or partly out of order due to a breakdown, to use the Software on replacement equipment at no extra/additional cost, irrespective of where this equipment is located. VBKU is entitled, in preparation of a potential contingency use in the event of major breakdowns, to install Standard Software in advance on replacement equipment and to test it for use.

25. Customized Software

25.1. VBKU and the Supplier will specify in Writing what Customized Software will be developed and how this will be done. The Customized Software will comply with the specifications laid down in the Agreement. The Supplier will produce a detailed description of the technical specifications of the Customized Software based on the desired functional specifications as laid down in the Agreement and will also implement this Customized Software.

1. An action plan will be drawn up for the development and implementation of the Customized Software, whether or not on the proposal of the Supplier, in which the Parties will reach at least agreement on the delivery date, implementation date, development and/or implementation phases, as well as on the interim system and acceptance tests.
2. The Supplier will transfer to VBKU the ownership of data carriers with source and object codes, as well as the documentation and other materials belonging to the Customized Software developed, at the time of delivery and before performing the Acceptance Test.

26. Equipment

1. The Supplier will sell to VBKU the Equipment described in the Agreement. The Supplier will also provide the Services described in connection with the sale of Equipment in the Agreement, including the delivery and installation of the Equipment.
2. A packing list must be present with the Equipment to be delivered, stating the number of the order and/or Agreement, an identification of the Equipment and a description of the Goods delivered.
3. Equipment to be delivered must be packaged properly in accordance with the instructions contained in the Agreement.
4. Equipment that is delivered by the Supplier must consist of components of the highest quality category, unless another (lower) level of quality has been explicitly agreed. This includes not only the soundness of the Equipment itself, but also that the operation of components in the Equipment is in accordance with the agreed specifications.
5. In the event of a breakdown in the Equipment or components thereof, the Supplier guarantees during a period of at least six years after delivery of the Equipment or during a period of at least six years after the last production date of the Equipment, whichever is the later, to replace this Equipment or components thereof with at least equivalent components within a reasonable period of time. This obligation to replace the Equipment or components thereof does not affect the contents of the obligations arising from any Agreement concluded for the maintenance of the Equipment purchased.
6. At the request of VBKU, the Supplier will provide an explanation of the nature of the breakdown and the durability tests carried out with the design, development and production of the Equipment.

27. Performance of work

1. If the Supplier deems it necessary in performing its work to gain access to the VBKU network with its own equipment, it must state this in its Offer.
2. The Supplier is only permitted to gain access to the VBKU network with its own equipment (whether or not by means of telecommunications) if VBKU has given its consent to this in the Agreement.
3. The equipment used by the Supplier to gain access to the VBKU network must comply at least with the same technical security requirements as the equipment of VBKU and may not contain any viruses or other malicious or harmful software.

28. Documentation

1. Upon delivery of the Equipment and/or Software, the Supplier will provide the associated documentation, including the user manuals and functional, management and technical documentation, such that VBKU can make use of the Equipment and/or maintain it in a straightforward manner.
2. The Supplier will ensure that the documentation delivered by it will be replaced, amended or modified as quickly as possible at its expense should VBKU so demand, if at any time during the term of the Agreement and/or valid warranty period it should appear that the documentation contains incorrect information or is otherwise incomplete, inadequate, unclear or outdated.
3. Unless explicitly agreed otherwise in the Agreement, the documentation belonging to the Software and/or Equipment will always be written in Dutch.

29. Acceptance

1. VBKU and the Supplier will lay down procedures in consultation concerning the manner and implementation of the Acceptance Test(s).
2. Each complete or partial delivery of Software and/or Equipment will undergo an Acceptance Test as described in the Agreement.
3. If the Software and/or Equipment is accepted in parts, following the last Acceptance Test a full Acceptance Test will be performed to test the coherence of the Software and/or Equipment.
4. If the Software and/or Equipment is approved in accordance with the Acceptance Test, the date of signing the Approval Report will be regarded as the date of Acceptance. Approval of each part-delivery of the Software and/or Equipment does not affect the option to reject the whole on the grounds of the full Acceptance Test.
5. If shortcomings are identified during one or more Acceptance Tests, the Supplier is obliged to remedy the shortcomings as soon as possible and offer the whole again for Acceptance.
6. During an Acceptance Test, VBKU is reasonably entitled to make use of any materials made available by the Supplier, if this is necessary for its business operations.

30. Warranties

1. During the term of the Agreement and during a period to be agreed in the Agreement, to be calculated from the date of Acceptance, the Supplier warrants that the Software and Equipment function in accordance with the agreed specifications, properties and performance requirements as set out in the Agreement, are free from defects and that the Agreement contains a complete representation and description of the Software and Equipment. If no period has been agreed, a period of one year will apply.
2. The Supplier warrants that the Software and Equipment have been manufactured efficiently, properly and coherently between the various components. The Supplier also warrants that the Software is documented in such a way that a third-party expert in this area is able to carry out maintenance independently, provided that this party has access to the source codes. In doing so, the Supplier warrants that the source codes are of such quality that with the aid of these source codes the object code delivered by the Supplier to VBKU can be generated in the customary manner.
3. The Supplier also warrants that the Software and Equipment possess the agreed properties for the purpose for which VBKU has acquired the Software and Equipment and that these comply with the relevant applicable legislation and regulations.
4. The Supplier warrants that it is willing and able to act as main contractor. The Supplier warrants that it possesses the required expertise to implement the Agreement for VBKU.
5. If the Services of the Supplier consist of Data Management, the Supplier warrants that:
6. VBKU and/or its clients will have uninterrupted access (100% uptime) to the data at all times by means of Technology for remote communication;
7. sufficient safeguards have been put in place by the Supplier against loss and/or corruption and/or unauthorized duplication by third parties of the stored data (obligation of effort on the part of the Supplier).

31. Maintenance

1. At the request of VBKU and in accordance with the agreements made to this end, the Supplier will carry out preventive, corrective, adaptive, modifying and update maintenance to the Software and/or Equipment and also provide telephone support.
2. The Supplier undertakes during the agreed maintenance period to inform VBKU immediately of known defects that occur in the Software and/or Equipment, as well as concerning the situations and the way in which these occur and can be remedied.
3. As part of preventive maintenance, the Supplier will put all appropriate safeguards in place and take all appropriate measures to ensure that the Software and/or Equipment functions in accordance with the specifications. As part of update maintenance, the Supplier will adjust the Software in line with new statutory regulations, improvements or additions to the functionality and to new technological developments and insights. Functional changes will require the prior consent of VBKU at all times.
4. As part of corrective maintenance, defects in the Software and/or Equipment will be assigned to various priority groups. If a defect arises, the Supplier will commence the corrective maintenance within the agreed period and, if such has been agreed, will have remedied this defect within the agreed period. If no period has been laid down in the Agreement, the Supplier will start with corrective maintenance no later than four hours after the defect has been reported by VBKU and the Supplier will do everything possible to remedy the defect as quickly as possible.
5. The Supplier will draw up procedures in consultation with VBKU, on the basis of which the daily system management must take place, in which service levels may also be agreed.

32. Projects

1. Orders for Services that by their nature will be performed on a project basis, are deemed not to have commenced before the project schedule and action plan have been approved by VBKU and laid down in an Agreement.
2. Invoices, reports and other information provided by the Supplier to VBKU concerning the project will always be given a reference number made available by VBKU.

33. Escrow

1. The Supplier will give VBKU the opportunity to participate in an escrow scheme before the date of concluding the Agreement.
2. On the basis of the escrow scheme, a copy of the source codes of the most recent version of all Standard Software delivered by the Supplier, as well as all the associated development and technical documents, will be deposited with an escrow agent.
3. The items deposited will be made available by the escrow agent to VBKU under the conditions of the agreed escrow scheme, including but not limited to the situation where the Supplier ends its activities with respect to the Standard Software, is declared insolvent or is otherwise unable to comply properly with its obligations with respect to the Standard Software.

34. Intellectual and industrial property

1. Without prejudice to the authority accruing to VBKU, the intellectual and industrial property rights with respect to the Standard Software are vested in the Supplier, or third-party supplier if the Supplier obtains the Standard Software from a third party.
2. All intellectual and industrial property rights with respect to the Customized Software are vested in VBKU. On the grounds of this Agreement these rights will be transferred by the Supplier to VBKU, such transfer hereby being accepted by VBKU immediately following the creation of these rights. In so far as further formalities are required for the transfer of such rights, the Supplier will lend its unconditional cooperation to the transfer of such rights should VBKU so demand, and will sign all the deeds and documents that are necessary for this purpose.
3. The Supplier indemnifies VBKU against claims from third parties with respect to any infringement of intellectual and industrial property rights of third parties with respect to the Software and Equipment delivered and all loss and costs involved.
4. In the event of an infringement or alleged infringement as referred to in Article 34.3 of this article, the Supplier will defend itself against these legal claims. This does not affect the right of VBKU to defend itself in court against these legal claims should it deem such to be desirable. The reasonable costs to VBKU of such defence, including judicial and extrajudicial costs, will be charged to the Supplier. The Supplier will inform VBKU fully in Writing of the nature and contents of the legal claim.
5. In the case of an infringement or alleged infringement as referred to in the preceding paragraph, the Supplier will replace or modify the Software and/or Equipment as soon as possible and at its own risk and expense, in such a way that the infringement will be eliminated and the functional and technical properties of the Software will not be affected, or will still arrange for the necessary rights to be obtained. The parties may also agree on an alternative solution in consultation.

Version: 8 October 2013