

General terms and conditions of Scan Sys B.V., whose registered office is in Nootdorp, hereinafter called Scan Sys, as per 7 April 2017

1. Applicability

- 1.1 These conditions are applicable to all offers and order confirmations of Scan Sys and to all agreements between Scan Sys and its clients.
- 1.2 Scan Sys expressly excludes the applicability of conditions of the client. Additions and derogations to these conditions are only binding if they have been explicitly agreed in writing.
- 1.3 Scan Sys reserves the right to unilaterally change these general conditions from time to time. The changed version shall become applicable as soon as Scan Sys has sent a copy of these changed conditions to the known address of the client by e-mail or by post.

2. Offers

- 2.1 Offers of Scan Sys are in all cases without obligation.
- 2.2 An agreement will be formed as soon as the client accepts an offer issued by Scan Sys, unless Scan Sys withdraws the no-obligation offer immediately after the receipt of the acceptance. "Immediately" means within a period of at least five working days.
- 2.3 In the event Scan Sys should accept an offer made by the client, Scan Sys shall have the right to withdraw this acceptance within a period of five working days.
- 2.4 Agreements can only be entered into on behalf of Scan Sys by persons who have been authorised to do so. At the first request of the client, Scan Sys shall state which persons within its company have been authorised to conclude agreements.

3. Risk

- 3.1 The risk for the hardware and software shall be transferred from Scan Sys to the client at the moment of delivery.

4. Supply

- 4.1 The supply of hardware by or on behalf of Scan Sys shall take place at the warehouse of Scan Sys.
- 4.2 The supply of software licenses by or on behalf of Scan Sys shall take place at the moment of sending of the relevant software by Scan Sys.
- 4.3 The supply of services by or on behalf of Scan Sys shall take place at the place or places and at the times when the services are carried out.
- 4.4 If supply times have been agreed between Scan Sys and the client, these times shall be approximate. Scan Sys shall make every effort to carry out the supply to the client within that period. Scan Sys has the right to extend the

supply period if Scan Sys cannot be expected to perform the agreement within the relevant period as a result of force majeure and/or due to circumstances that are for the account of the client.

- 4.5 If the period within which the agreement has to be carried out is exceeded, Scan Sys shall not owe the client any compensation unless otherwise has been agreed in writing between the parties.

5. Acceptance and complaints

- 5.1 The client shall be deemed to have fully accepted the supply unless it notifies its objections, and the reasons for such, in writing by registered post to Scan Sys within eight days after the date of the supply.
- 5.2 If it is agreed that installation will be carried out by or on behalf of Scan Sys, any complaint as referred to in article 5.1 has to be made within eight days after the date of installation.
- 5.3 If the client refuses to accept the delivery of the agreed performance, this shall not discharge the client from its payment obligations towards Scan Sys.

6. Guarantee

- 6.1 In relation to any software supplied under licence to the client by or on behalf of Scan Sys, Scan Sys does not provide any guarantee that the software will function without any interruptions or defects.
- 6.2 Under the guarantee, Scan Sys will rectify all defects that arise during the guarantee period at its expense, although any replaced parts shall become the property of Scan Sys.
- 6.3 If repair work has to be carried out at the client location, the client will have to pay the travel and accommodation expenses and the travel time invoiced by Scan Sys to the client.
- 6.4 The guarantee is not applicable in the event of careless or injudicious use, in the event of accidents or disasters, such as fire and water damage, lightning strikes, power failures, or if Scan Sys can show that the defects were due to other causes than material construction and design faults, or if the supplied goods have been modified or maintained by parties other than Scan Sys.
- 6.5 If hardware or software licenses were obtained through a supplier, only the guarantee provisions of the supplier shall apply. Scan Sys will send the client these conditions at its first request free of charge.

7. Prices and payment

- 7.1 The prices as referred to in quotations, order confirmations, and agreements are exclusive of turnover tax (VAT) and other taxes and duties imposed by the government or otherwise. In the absence of an agreed fixed price, the price owed to Scan Sys shall be set in accordance with the volume or quantity of the hardware, software, or services supplied, this on the basis of the tariffs applied by Scan Sys. These tariffs will be sent at the first request of the client free of charge.
- 7.2 The prices that will be charged to the client are the prices as referred to in article 7.1. of these conditions.

- 7.3 The client obligates itself to pay the invoice amount to Scan Sys within 14 calendar days after the receipt of the relevant invoice, without discount or settlement (set-off), for the supplied services and hardware. The payment for the software license invoice must be received before the start of the implementation activities.
- 7.4 If payment is not made, or not in full, the client shall forfeit an amount of default interest equal to one per cent per calendar month, or part of such, over the part of the invoice amount that has not been paid, or not paid in full, as of the invoice date up to the date of payment in full. Furthermore, the client will also owe judicial and extrajudicial costs, such to include debt collection costs, bailiff's costs, and lawyer's costs, the amount of which shall be set at at least 15 per cent of the invoice amount that has not been paid on time, with a minimum amount of EUR 250.
- 7.5 The client shall provide real security at the first request of Scan Sys for the fulfilment of its obligations, in default of which Scan Sys shall have the right to suspend the performance of the agreement until in its opinion sufficient security has been provided.

8. Installation

- 8.1. Scan Sys shall only install hardware and software, or have such installed, if that has been agreed in writing, taking into account article 18 of these general conditions.
- 8.2 Before installation can commence, the client shall make sure, at its own expense, that all of the conditions specified by or on behalf of Scan Sys in order to achieve a successful installation have been satisfied.
- 8.3 When the installation is carried out, the client shall provide Scan Sys with all the cooperation it deems necessary, and make expert personnel available in connection with such.
- 8.4 If installation cannot not take place on time for reasons attributable to the client, the client shall still pay the relevant amounts as if installation took place on time, notwithstanding the obligation of Scan Sys to set a new time for the installation through mutual consultation.
- 8.5 Scan Sys shall provide training and other support by experts at the request of the client, under conditions and at prices to be agreed in writing at the relevant time, so the client can become familiar with the use of the relevant hardware and software.

9. Retention of title

- 9.1. All goods supplied by Scan Sys to the client shall remain the property of Scan Sys until all the amounts owed by the client to Scan Sys in connection with such have been received in full by Scan Sys. The licences and software shall only be granted on the condition that Scan Sys has received the amounts owed by the client in connection with such and the client has signed the relevant licence agreement.
- 9.2 The proprietary rights on software shall at no time be transferred to the client, unless otherwise has been agreed in writing.
- 9.3 The proprietary rights in relation to the inventions incorporated in the hardware and software, and the patents and copyrights vested on such, shall at no time be transferred to the client.

10. Dissolution

- 10.1 In the event a party to an agreement, which in the context of this article shall be understood to include an order confirmation, does not fulfil one or more of its obligations arising out of the agreement and these conditions towards the counterparty, within 30 days after having been issued with a notice of default in writing by registered post, the counterparty has the right to dissolve the agreement in writing by registered post, with immediate effect, without any judicial intervention being required.
- 10.2 Scan Sys has the right, without thereby being liable to pay compensation, to end the agreement, wholly or partially, and with immediate effect, in the event the client is declared bankrupt, it is granted a suspension of payments, an attachment is imposed on goods or claims of the client, the company of the client is liquidated or folded; the client has invoked force majeure and the period of force majeure has lasted longer than three months, or as soon as it has been established that it will last longer than three months.
- 10.3 If the agreement had already partially been carried out by or on behalf of Scan Sys at the moment of the dissolution/termination, the agreement will be dissolved/terminated with respect to the part that has not yet been carried out, and the amounts invoiced and still to be invoiced by Scan Sys shall become immediate payable, notwithstanding the right of Scan Sys to demand compensation in full.
- 10.4 Dissolution/termination of the agreement shall exclusively take place in writing by registered post to the counterparty, and the software and accompanying documentation, and any copies of such, which have been provided by or on behalf of Scan Sys, shall be returned to Scan Sys immediately after the dissolution/termination.

11. Liability

- 11.1 Except insofar as there is a case of wilful misconduct or gross negligence, any liability of Scan Sys, on any grounds whatsoever, or in relation to any damage whatsoever, is excluded.
- 11.2 Wilful misconduct or gross negligence in the sense of these general conditions means wilful misconduct or gross negligence of the persons charged with the management of Scan Sys, such to include management employees.
- 11.3 The client shall indemnify Scan Sys against all costs and damages, such to include the costs of legal representation, associated with or arising out of the activities carried out for the client and for which Scan Sys is held liable by third parties, such to include employees of the client.

12. Intellectual property

- 12.1 All intellectual property rights and similar rights in relation to the goods, hardware, or software, and the associated documentation, supplied by Scan Sys shall be vested in Scan Sys.
- 12.2 Scan Sys reserves the right to monitor and immediately end the use of all its intellectual property rights at its own discretion. The client shall provide its full cooperation with such.
- 12.3 The client shall notify Scan Sys immediately about any infringement or improper use of the intellectual property rights of Scan Sys.

13. Confidentiality

- 13.1 Both the client and Scan Sys shall take all reasonable measures in order to keep confidential information received from the counterparty, such to include confidential information incorporated in software, confidential and not to disclose such to third parties.

14. Force majeure

- 14.1 In these general conditions, force majeure shall be understood to mean a shortcoming of a party to an agreement, which the defaulting party is not to blame for, and which cannot be attributed to the defaulting party pursuant to the law, a juristic act, or by generally accepted standards.
- 14.2 In the event of force majeure, the fulfilment of the obligations under the agreement shall be suspended, wholly or partially, for the duration of the force majeure, without the parties being liable to pay any damages to each other, and notwithstanding that provided for in article 10.2 and article 10.3. of these conditions.
- 14.3 The parties shall deem force majeure to include, amongst other things, the non-supply, late supply, or defective supply of hardware and software to Scan Sys by its suppliers.

15. Non-competition

- 15.1 During the term of the agreement(s), and for a period of twelve months after the ending of such, the client shall not enter into any business relationships with any employee of Scan Sys who was closely involved in the performance of the agreement, except with the prior written permission of Scan Sys.
- 15.2 In the event of the non-fulfilment of the obligations arising out of this article, for each violation the client shall forfeit an immediately payable fine of € 5,000, without prejudice to the right of Scan Sys to recover the actual damages from the client.

16. Source code

- 16.1 At the request of, and at the expense of, the client, Scan Sys will make sure, wherever possible, that the source code and the associated documentation made available to the client by Scan Sys are deposited in escrow with a neutral third party under conditions to be agreed at the relevant time.

17. Standard software

- 17.1 The client will be granted a non-exclusive licence for standard software, together with the associated documentation and all application features offered by the software package, made available to the client by or on behalf Scan Sys.
- 17.2 The right of the client to use the software made available by Scan Sys shall be limited to its own use.

- 17.3 The client has the right to copy, but no more than once, and only for its own use, any software package supplied by or on behalf of Scan Sys, whereby the copy must include the same notices about the copyrights as stated on the copied software package, and whereby the copy may only be used in the event the software made available to the client by or on behalf of Scan Sys is not available for use.
- 17.4 The right of use of the client shall commence on the date of supply and is for an unlimited period, unless otherwise has been agreed in writing.
- 17.5 If a supplier of Scan Sys only grants the right of use for a standard software package subject to the provisions of the licence agreement of the supplier, the provisions of that agreement shall apply, insofar as they differ from the provisions of these general conditions.

18. Service provision

- 18.1 In these general conditions, service provision shall be understood to mean the provision of services by Scan Sys to or on behalf of the client, such as training courses, support services, and installation services.
- 18.2 The following shall be laid down in writing by the parties: the name of the company or organisation which Scan Sys shall provide services to, the place where the services shall be carried out, the qualifications and names of experts, the activities to be carried out, the start date and duration of the activities, the fees and payment of costs, as well as anything else the parties consider appropriate.

19. Applicable law and disputes

- 19.1 The agreement and any further agreements arising out of such between Scan Sys and the client shall be subject to Dutch law, and any disputes that cannot be settled through mutual consultation shall be put before the competent court in the district of The Hague.

Filing of the general terms and conditions

These terms and conditions have been filed with the court registry of the District Court in The Hague. A copy of these general conditions will be made available free of charge on request.