

General terms and conditions Solide

Article 1: Definitions

- 1.1 Client** A natural person that acts privately or as a representative of a legal person that is entering an agreement with Solide.
- 1.2 Offer** An offer, in writing or digital, drawn up by Solide, which comprises a description of future services or matters that are to be performed/provided; conditions on the basis of which Solide will provide the services and or goods mentioned in the offer, in exchange for the recompensation Solide will provide for this.
- 1.3 Agreement** An agreement between the client and Solide, in which Solide bears the initial responsibility for performance and result of the services and/ or goods in question. Agreements that imply a recompensation (estimate, if necessary) to Solide of €500,00 or more, are always put in writing and verified with the signatures of Solide and the client. Agreements that comprise a recompensation to Solide of (estimate, if necessary) less than €500,00, can also be agreed upon by telephone or in any other way, in which cases the invoice represents the assignment confirmation.
- 1.4 Specification** The situation in which, within the boundaries of the agreement, services and/ or matters are specified in the form of an indication, as a continuation of existing agreements and information.
- 1.5 Alteration** The situation in which, as a result of altered circumstances and/ or insights, other services must be rendered and/ or other goods must be supplied than was foreseen at the time of the closing of the agreement. An alteration must always carry the approval of Solide and the client. In case an alteration implies a different recompensation, this is specified in additional or decreasing work.
- 1.6 Additional work** Services and/or goods that are to be performed/ provided by Solide or one of its sub-contractors resulting from an assignment by the client, which were not included in the original assignment.
- 1.7 Decreasing work** Services and/or goods that are to be performed/ provided by Solide or one of its sub-contractors resulting from an assignment by the client, which were included in the original assignment but were not (required to be) performed.
- 1.8 Sub-contractor** A company or a natural person that performs activities or supplies goods in name of or in specification of Solide.
- 1.9 Supplier** A company or a natural person who provides services or goods in accordance with its/ his own specification to multiple customers, including Solide.
- 1.10 Indirect price increase** An adjustment in the prices and/ or rates of Solide, resulting from an increase in the prices by suppliers and/ or general price indexation within the branch.
- 1.11 Direct price increase** An adjustment in the prices and/ or rates of Solide by Solide, which goes further than an indirect price increase.
- 1.12 Direct damages** Direct damages solely comprise the following:
- a. the costs a client encounters in order to have a third party respond to any activities that stem from the agreement. However, these damages will not be recompensated if the client has terminated the agreement;
 - b. the costs a client encounters for forcedly maintaining his old system or systems and all connected provisions for a longer period of time, because Solide failed to deliver on a delivery date, binding to Solide, taking into account any savings that are caused by the late delivery, as well as article 3.1.

- c. any costs caused by avoiding or limiting damages, to the extent to which client indicates that these costs led to the limitation of direct damages as described in these conditions.

1.13 Indirect damages Liability of Solide for indirect damages is impossible; this includes investigation costs, ensuing damages, lost profits, failed savings and damages resulting from corporate stagnation.

Article 2: Application

2.1 Application The present general terms and conditions apply to all offers and agreements in which Solide provides services and/ or goods. Deviations to these general terms and conditions are only valid if these have been agreed upon in writing. Purchase conditions and other conditions the client declares applicable exclusively obligate Solide when the mentioned conditions have been accepted totally or partly, in writing.

2.2 Performance Solide is authorised to utilise sub-contractors for the proper performance of the agreements accepted by Solide, if Solide deems this necessary or desirable. The connected costs will be charged to the client, in concordance with the provided price indications.

2.3 Suppliers Supplier conditions and warranty terms that are important with regards to the goods and/ or services that are to be supplied by Solide will be fully applied to the client. If inquired, Solide will inform the client about these conditions.

Article 3: Delivery

3.1 Time periods All (delivery) time periods mentioned by Solide are stipulated on the basis of the information and facts that were known to Solide at the time of the closing of the agreement. A single violation of a (delivery) time period does not put Solide in default. Solide is not liable for any (delivery) time periods that cannot be met due to circumstances beyond its power. In case a violation of any period is imminent, Solide will inform client within five working days regarding the reason, nature and consequences for delivery.

3.2 Phasing In case it is stipulated in an agreement that the rendering of services will take place in phases, Solide is authorised to postpone the initiation of the services that belong to a future phase until all conditions assigned to the client are met, enabling a proper performance of that next phase. One condition can be the written approval by client of the preceding phase. Solide is authorized to charge the costs that occur as a result of this postponement, in concordance with the recompensation utilised by Solide.

3.3 Specification Solide will follow directions given timely and responsibly by the client. Solide is not obligated to follow client's directions that alter or complement the nature or size of the agreement. Client is not under obligation to follow Solide's directions when these lead to higher costs for the client, unless the direction is connected to alterations in relevant legislation or other regulations provided by authorised organisations.

3.4 Alteration Solide and/or client can imply alterations in the nature or size of the future services and/ or goods when new facts or information occur(s). In case Solide and the client cannot reach an agreement regarding such alterations, Solide or client can terminate the agreement, in writing, through cancellation, at the date the alteration takes effect.

3.5 Additional work Client can order Solide to perform services and/ or to provide goods that, in Solide's opinion, are not included in the original agreement. Solide will inform the client about the reason, nature and recompensation consequences, within five days after the fact of additional work was established. The activities in question will be recompensated in accordance with the recompensation used by Solide.

3.6 Decreasing work Client can order Solide not to perform services and/ or provide goods that, in Solide's opinion, are not included in the original agreement. Solide will inform the client about the reason, nature and recompensation consequences, within five days after the fact of decreasing work was established. In case of return goods, the conditions, as stipulated by the supplier, apply. Without prior written consent on her side, Solide is not under obligation to accept any return goods from Client. Solide is authorized to charge the client 15% of the recompensation that was set before the decreasing work, with the minimum being € 22,69 (22 euros and sixty-nine cents).

3.7 Confidentiality Solide and client guarantee that all information received before and after the start of the agreement remains confidential in nature. Confidential information explicitly includes all personal data that are at Solide's disposal, e.g. contact information and passwords. Solide will provide adequate security (up to date with the current technology) for personal data. Client will only reveal confidential information to authorized members of personnel, when necessary.

Article 4: Cooperation by client

4.1 Cooperation Client will provide Solide with all functional information and/ or provisions for the performance of the agreement. In case Solide, suppliers or sub-contractors perform activities at the client's location, the client will provide those employees with all reasonable desired facilities, free of charge. Client will exempt Solide from all liabilities towards third parties that suffer damages that are connected to the performance of the agreement, which are a result of actions or neglect by client, or of unsafe situations in his organisation. When required information is not, untimely or in discrepancy with the agreements, available to Solide, or in case the client is complying with his requirements otherwise, Solide has the right to postpone the performance of the assignment, as well as the right to charge any costs generated as a result, in accordance with the used recompensations.

4.2 Media Programmes, materials and/ or data on information carriers placed at the disposal by client are always copies of programmes, materials and/ or data present with the client's location. Programmes, materials and/ or data comply with the specifications required for the performance of the services.

Article 5: Assembled provisions

5.1 Other parties The operational quality of services and/ or matters can be partly dependent on services and/ or matters by other parties than Solide or client. Client is responsible for the right choice and timely availability of such services and/ or matters. If requested, Solide can advise client about the best choices, at the usual recompensations.

5.2 Minimum quality Solide is authorised to postpone the provision of agreed upon services and/ or matters until the minimally required conditions in which the service and/ or matter can function optimally are met. Solide is authorised to charge the costs generated as a result, in accordance with the used recompensations.

Article 6: Property, prices and payment

6.1 Property For all goods supplied to the client, the right of property is reserved for Solide. Transfer of property takes place when all due recompensations stated in the agreement are paid.

6.2 Intellectual property All rights of intellectual property on all programmes or other materials developed in accordance with the agreement lie solely with Solide or its licensors. Client only obtains user rights and will not reproduce (copy) the programmes or other materials. Client is not permitted to remove or alter any indications of copyrights, brands, trade names or other rights of intellectual property from the programmes

or materials; this including indications regarding the confidential nature and secrecy of the programmes.

6.3 Price increase

All prices mentioned by Solide do not include V.A.T. (turnover tax). In case new legal levies occur that apply to the agreement between Solide and client, Solide will inform client about this within 30 working days. The price increase that stems from this does not give client the right to terminate the agreement.

6.4 Indirect price increase

In case of an increase in prices of suppliers and/ or general indexation of prices in the branch, Solide is authorised to increase the used prices and tariffs accordingly. The price increase that stems from this does not give client the right to terminate the agreement.

6.5 Direct price increase

Solide may, after the three-month expiration after written notification, adapt the prices on the basis of other considerations than those that form the basis of indirect price increases. In case client wishes not to agree with a price adaptation announced by Solide, as referred to above, client is authorised to terminate the agreement within seven working days after the announcement in question, on the date on which the price or tariff adaptation mentioned by Solide was to become valid. Activities that were already performed or goods that were already provided still must be paid for.

6.6 Payment

All invoices are paid by client within twenty working days after the invoice date. Solide is authorised to charge clients an advance payment, in case the nature of the provision and/ or the conditions of the supplier reasonably requires this. Solide is authorised to charge an additional fee for extra administration costs, as well as the due legal interests in case a payment is not received within twenty working days after the invoice date.

Article 7: Termination

7.1 Notice

Client and Solide are authorised to terminate the agreement in case it turns out the other party is in accountable default in complying actual obligations in light of the agreement. In case such default is at hand in the opinion of Solide or client, the notice is motivated, in writing, thoroughly and as detailed as possible. Moreover, a reasonable term is set for the curing of the default.

7.2 Cancellation

In case an agreement has been arranged, which does not end in completion due to its nature and contents, it can be terminated, in writing, by any of the parties, after consultation and under statement of reasons. In case no explicit cancellation term was agreed upon by the parties, a reasonable term should be observed in case of cancellation. In case of cancellation, parties will under no circumstances be obligated any payment of damages.

7.3 Moratorium

Solide is authorised to partly or completely terminate the agreement immediately, without notice or judicial intervention, through written notification, in case client is granted a moratorium - whether or not temporary-, if client files for bankruptcy or in case his enterprise is liquidated or terminated, in any other way than in favour of a reconstruction or jointing or enterprises. Under no circumstances can Solide be obligated to any payments in case of such a termination.

7.4 Claimability

In case client, at the moment of termination, as described in par. 7.3, has already received services for the performance of the agreement, these services and the payment obligations connected to them will not be subject to annulment, unless Solide is in default with regards to the services. Amounts Solide has invoiced before the termination referred to in article 7.3, in connection with goods or services it has provided/ performed in the light of the agreement, remain unaffected, taking into account the stipulations in the preceding sentence, and become directly claimable at the time of the termination referred to in art. 7.3.

Article 8: Liability and exemption

8.1 Damage

There can only be a mention of damage in the light of the activities that stem directly from the agreement between client and Solide. Condition for the existing of any right to damage claims is always that client reports the damage to Solide as soon as possible after the originating of the damage, in writing. The total liability of Solide due to damages will never be in excess of 50,000 euros (fifty thousand euros). The total liability of Solide for damages resulting from death or physical injury or material damages of goods will never be more than 500,000 euros (five hundred thousand euros) per event, in case of which a series of coherent events will represent one event.

8.2 Product liability

Client exempts Solide from all liabilities of third parties on due to product liability resulting from a fault in a product or system client provided to a third party and which partly consisted of machines, programmes or other materials provided by Solide, except in case and to the extent client proves that damage was caused by those machines, programmes or other materials.

8.3 WPR

Client exempts Solide from all fines and personal claims that may be initiated against Solide resulting from violations of the Personal Data Protection Act (*WPR-Wet Persoonsregistraties*).

8.4 Force majeure

None of the parties is obligated to meet any requirement in case he is prevented as a result of circumstances out of his control (force majeure). Force majeure includes non-accountable shortcomings by Solide. In case the situation of force majeure has lasted longer than ninety days, all parties have the right to terminate the agreement through written liquidation. Everything that has already been performed in the light of the agreement will then be paid for accordingly, in which case parties are not in debt towards one another in any respect.

Article 9: Disputes

9 Applicable Law

In case of disputes in the light of the agreement between Solide and client, domicile will be elected at the district court in Maastricht, The Netherlands.