

# General Conditions for the Purchase of IT Services

These general conditions for the purchase of IT services apply to all offers and the agreements resulting therefrom between Bedrijf X, keeping office at Haarlem and registered with the local Trade Register under number 12312312, (hereinafter: "Purchaser") and its counterparties (hereinafter: "Supplier").

If the Supplier sets provisions or conditions that derogate from, or are not included in, these purchase conditions, then they bind the Purchaser only to the extent it has explicitly accepted these in writing.

## 1. Acceptance of quotation

1.1. Supplier provides a quotation, setting out the activities ("Services") it will provide and everything else that shall be included in these Services as well as the prices and fees for which these service will be delivered. Only the description of Services as stated in the quotation are binding.

1.2. The services generally include the maintenance of hardware and software of Purchaser, the configuration and installation of hardware and software on behalf of the Purchaser, the creation of custom software at the request of Purchaser, and all activities that are directly related to these. Other work or services will only be provided if they are stated in the quotation.

1.3. The quotation from Supplier is without any obligation and is valid until it has been withdrawn by Supplier. After this period, no agreement between Supplier and Purchaser comes into effect, unless the Supplier accepts the Purchaser's acceptance of the quotation nevertheless.

1.4. An agreement is valid from the moment Supplier receives Purchaser's notification of acceptance of the quotation. The quotation shall be signed by Purchaser and returned by mail or e-mail.

1.5. The agreement comes into effect at the moment that Supplier receives the notification of acceptance of the quotation.

1.6. The quotation shall not be deemed accepted before Purchaser has given its unambiguous acceptance of the quotation. Such acceptance shall be regarded to be unambiguous when it has been provided according to the previous sections.

1.7. The Services may only be changed with the consent of both parties, except where provided otherwise in these conditions.

1.8. In case Purchaser requests additional work, Supplier shall provide an appropriate offer.

## 2. Delivery of services

2.1. After the agreement comes into effect, Supplier will carry out the Services as soon as possible in accordance with the quotation, taking into account any reasonable requirements from Purchaser.

2.2. Purchaser shall make reasonable efforts to do what is required and necessary to allow for a correct and timely performance of the Services. In particular, Purchaser shall make efforts to provide Supplier with all data, of which Supplier has indicated – or

exclusive and full responsibility of Purchaser. Supplier shall give instructions about the desired configuration. If the designated environment does not meet Supplier's standards, Supplier is entitled to refuse to perform the installation and configuration.

4.3. At Supplier's request, Purchaser shall provide access to its environment to employees and auxiliary persons of Supplier, in order to enable installation, configuration, maintenance and modifications of the software. Physical access to hardware shall only be provided if necessary, and only after consultation with Purchaser.

4.4. If third party licenses are necessary for the use of software, Purchaser shall buy these licenses and ensure that conditions therein are met. Purchaser shall indemnify Supplier for claims by third parties concerning the installation and licenses of the software, unless such claims are the result of information or licenses provided by Supplier.

## **5. Development of works**

5.1. If a Service extends to the development, configuration or modification of Works, such as websites, data files, software, documentation, advices, reports, analyses, designs, texts, photographs, movies, sound recordings, images, audio visual materials, logos or house styles (hereafter: "Works"), Supplier is entitled to use third-party images, software and components for the development, configuration or modification of Works.

5.2. Supplier shall inform Purchaser adequately on all applicable licensing conditions.

5.3. After delivery, the responsibility for correct compliance with third-party licenses in using the developed Works lies with Purchaser.

5.4. Supplier guarantees that the delivered software functions in accordance with the accompanying documentation. Supplier issues this warranty for a period of two years.

## **6. Delivery and acceptance**

6.1. After performance of the work or parts thereof, Supplier shall deliver the results when they, according to Supplier's professional opinion, meet the specifications or are ready for normal use.

6.2. Purchaser shall assess, itself or through or with the assistance of a third party, the functioning of the results within a period of fourteen days after delivery. If Purchaser does not reject the delivered results within this period, these shall be deemed to be accepted.

6.3. If the work is delivered in phases, Purchaser shall accept or reject the work after delivery of each phase in accordance with the previous paragraph.

6.4. If Purchaser rejects the delivered results in whole or in part, Supplier shall make efforts to take away Purchaser's reasons for such rejection. Supplier shall do this by repairing the results or by motivating why these reasons are not valid. Purchaser shall accept or reject such repairs or motivations within a period of fourteen days.

6.5. If Purchaser rejects the delivered results in whole or in part after the first repair or motivation, these shall be repaired unless Purchaser reasonably determines that the work is completed.

6.6. If a party deems further repairs to be (no longer) useful, both parties are entitled to terminate the agreement as far as the relevant Service is concerned. In such case, Purchaser shall compensate the costs, with a maximum of the actual hours made by Supplier, and shall be entitled to use the rejected work in any way.

9.2. Supplier shall make efforts to prevent that it takes notice of data that Purchaser stores or disseminates through its hardware or software to which the Services relate, unless this is necessary for a proper performance of the agreement or Supplier is required to pursuant to a statutory provision or court order. In such case, Supplier shall make efforts to restrict the notice of such data as much as possible, to the extent this is within its power.

9.3. The Supplier reserves the right at all times to use the knowledge acquired through performance of the agreement for the benefit of other clients, to the extent no confidential information of the Reseller is used in this.

9.4. The obligations of this article will continue to exist after the agreement has ended for any reason whatsoever and for as long as the providing party can reasonably claim the confidentiality of the information.

## **10. Liability**

10.1. Supplier is only liable to Purchaser in the event of an attributable shortcoming in the performance of the agreement and only for replacement compensation, which shall exist of compensation of the value of the work or Services under the agreement that have not been performed.

10.2. Any liability of Supplier for any other form of damage is excluded, including additional compensation in any form whatsoever, compensation for indirect damage or consequential damage, damage due to lost sales or profits, damage due to loss of data, and damage due to exceeding deadlines caused by changed circumstances.

10.3. In the event of liability pursuant to the first paragraph, Supplier shall have unlimited liability for the resulting damage.

10.4. If Supplier does not fulfill its obligations on time, it will be in default after lapse of this period without without any notice of default. Liability of Supplier, caused by an attributable shortcoming in the performance of the agreement, will therefore arise by operation of law.

10.5. Supplier is obliged to insure against possible risks on its part. Before the delivery of the Services, Supplier shall have at least concluded the following insurance policies:

These insurances shall at least cover the following:

10.6. In case of force majeure, the performance of the agreement will be suspended, or terminated in case the situation of force majeure has lasted longer than ninety days, without any obligation to compensate damages. Force majeure shall be understood to at least include the failure of the internet or telecommunications infrastructure, blackouts, domestic disturbances, mobilisation, war, obstruction of traffic, strikes, exclusion, business interruptions, delays in supply, fire, flooding, import and export restrictions, and cases in which Supplier for whatever reason is not able to deliver the Services due to its own suppliers so that it cannot reasonably be required to fulfill the agreement,

## **11. Term and termination**

11.1. The agreement is concluded for a term that is necessary to deliver the Services.

11.2. Purchaser may terminate the agreement with due observance of a one month's notice. In the event of termination, Purchaser is not obliged to make a lump sum payment in any form whatsoever.