

1 GENERAL

For the purposes of these General Terms and Conditions, the following definitions apply:

Client: the party commissioning the order;

Contractor: Supply Chain Company BV or an allied enterprise that has accepted these General Terms and Conditions as applicable;

Agreement: the body of agreements that the Contractor and the Client have made in the scope of goods and/or services to be delivered by the Contractor to the Client, consisting of these General Terms and Conditions together with the Quotation, signed and returned by the Client or, if and in so far as a separate Quotation has not been submitted by the Contractor, these General Terms and Conditions drafted by the Contractor and sent to the Client together with the Order Confirmation;

Quotation or Order Confirmation: the written record, drafted by the Contractor, of agreements (factually) made by the Client and the Contractor concerning goods and/or services to be supplied by the Contractor to the Client.

2 APPLICABILITY

2.1 These General Terms and Conditions are applicable to all offers and all Agreements involving the supply of goods and/or services of any kind by the Contractor, except and to the extent that the Quotation or the Order Confirmation deviates from the contents of these General Terms and Conditions.

2.2 Any purchasing or other conditions of the Client are expressly excluded from applicability.

2.3 In the event that these General Terms and Conditions and the Quotation or Order Confirmation contain conflicting conditions, the conditions included in the Quotation or Order Confirmation shall apply.

2.4 If any provision in these General Terms and Conditions is null and void or is nullified, the other provisions in these General Terms and Conditions shall remain fully effective.

3 CONCLUSION OF THE AGREEMENT

3.1 All Quotations made by the Contractor shall be valid for 30 days unless stated otherwise. The Contractor is only held to the Quotation if its acceptance is confirmed in writing by the Client within the period of validity. The Quotation or the Order Confirmation is exclusively based on relevant information supplied by the Client, while the Contractor may be expected to depend on its correctness and completeness.

3.2 The Agreement is composed of these General Terms and Conditions together with the Quotation or Order Confirmation, signed and returned by the Client.

3.3 During the period when the Quotation or Order Confirmation has not been signed and returned, the Contractor reserves the right to deploy members of staff mentioned in the Quotation or Order Confirmation elsewhere.

3.4 The Agreement takes the place of and replaces all previous proposals, correspondence, agreements or other written or oral communication. Deviations from or additions to the Agreement can only be agreed between parties in writing.

3.5 The Agreement is concluded for a specified period, unless it shall follow from the content, nature or purpose of the granted order that it has been concluded for an unspecified period.

3.6 An agreement also exists if the Contractor has commenced to perform duties for the Client.

4 PERFORMANCE OF THE ORDER

4.1 All work performed by the Contractor shall be performed to the best of his understanding and ability, in conformity with professional standards.

4.2 The Contractor decides the manner in which the granted order will be performed and by what members of staff, while taking into account as much as possible the requirements made by the Client.

4.3 If the Agreement is concluded with the objective of having work performed by a particular individual, the Contractor shall always be entitled to replace this individual by one or several other individuals with the same qualifications.

4.4 If the Contractor, at the Client's request, has performed work or other performances that fall outside the content and scope of the agreed provision of services, this additional work or performances shall be paid by the Client to the Contractor in conformity with the Contractor's customary rates. The Client, however, is not obliged to meet such a request and may demand that a separate written Agreement to be concluded to that end.

4.5 If the changes or additions as mentioned in the previous paragraph should have financial and/or qualitative consequences, the Contractor will inform the Client during the consultation.

4.6 If the Client wishes to involve third parties, other than the Contractor's employees, in the performance of the order, he will only proceed to do so after having obtained written agreement from the Contractor.

4.7 If it has been agreed that the Agreement shall be performed in stages, the Contractor may postpone the performance of work belonging to a subsequent stage if the Client has not yet approved in writing the results of the previous stage.

5 ASSISTANCE BY CLIENT

5.1 The Client is obliged to supply all data and documents required by the Contractor, in his judgement, to perform the granted order correctly or those that the Client should in all fairness be expected to understand are necessary to perform the Agreement in a timely manner, in the desired form, and in the desired manner.

5.2 The Client and the Contractor are obliged to inform each other forthwith about facts or circumstances that may be of importance with regard to the performance of the order.

5.3 The Client guarantees the correctness, completeness, and reliability of the data and documents supplied to the Contractor, also if these have been furnished by third parties.

5.4 The Client shall provide the Contractor free of charge with office space and other provisions and facilities that the Contractor considers necessary or expedient in performing the Agreement, in particular the use of computer, telephone, and Internet facilities. With regard to computer facilities that are made available, the Client shall be obliged, amongst other things, to provide sufficient (emergency) electricity supply, back-up, security, and virus control procedures.

5.5 The Client is obliged to make sure that the office space, provisions, and facilities made available to the Contractor meet the regulations and standards that have been laid down in the Health and Safety Act and related legislation. This pertains, though not exclusively, to workplaces, furniture, and access to daylight.

5.6 The Client shall engage the required staff so as to enable the Contractor to perform the work. If specific staff is required, this shall be agreed and laid down in the Agreement. The Client shall make sure that staff to be engaged has adequate skills and experience. If the Client is unable to engage the required staff, the Client is obliged to engage additional or other competent staff or to commission the Contractor to engage staff at the customary rates, which in that case will be charged separately.

5.7 Additional expenses and additional fees ensuing from delay in the performance of the order, caused by the required data, documents, facilities, and/or staff not having been put at the Contractor's disposal at all, not in time, or not in a proper manner, shall be paid by the Client. In this case, the Contractor shall reserve the right to suspend performance of the Agreement.

6 CONFIDENTIALITY

6.1 Unless there is a legal or professional duty to disclose information, the Contractor and staff engaged by the Contractor are obliged to maintain confidentiality in the matter of all confidential information with regard to third parties.

6.2 Without Client's consent, the Contractor is not entitled to use information put at his disposal by the Client for purposes other than that for which it was obtained. An exception will be made in the event the Contractor acts in his own name in a disciplinary, civil, or criminal procedure in which these documents may be of importance. In this case, the Contractor shall immediately inform the Client of such use in writing.

6.3 Without the Contractor's express prior written approval, the Client shall not make public the content of reports, recommendations, or other information of the Contractor, whether or not in writing, that have not been drafted or made with the purpose of supplying third parties with the information recorded therein.

6.4 The Contractor shall impose his obligations ensuing from this Article to third parties engaged by him.

6.5 As long as no conflict arises with the stipulations in paragraphs 6.1 and 6.2, the Contractor is entitled to mention the performed work in general terms to the (potential) clients, employees, and shareholders of the Contractor, only if serving to indicate the Contractor's qualities and the Client's experiences with these, unless agreed otherwise in writing.

7 INTELLECTUAL PROPERTY

7.1 The Contractor declares to have sufficient Intellectual Property Rights to perform the Agreement and, in so far as this has been agreed, to transfer any rights that may be derived from these to the Client.

7.2 The Contractor reserves all rights relating to products of the mind, computer programs, equipment, and other materials he uses or has used and/or developed within the scope of the performance of the Agreement with the Client, inasmuch as these rights arise out of the law or have been licensed to the Contractor by third parties. All other intellectual property rights, which already were the Contractor's property (or were licensed to the Contractor) before the date of this Agreement remain the property of the Contractor (or the licensor).

7.3 If and in so far as applicable, the Contractor shall grant to the Client a non-exclusive, worldwide, and irrevocable right to use, copy, modify, alter, or commercially exploit the methods, technologies, and insights used and developed in the performance of the Agreement free of charge.

7.4 If a claim is filed by a third party against the Client relating to an alleged infringement of an intellectual property right, the Client shall inform the Contractor immediately.

7.5 The Client is explicitly forbidden, with or without the involvement of third parties, to multiply, modify, make public, or exploit programs, equipment, and other materials, including but not limited to computer programs, system designs, working methods, recommendations, (model) contracts, and other products of the mind of the Contractor, all this in the widest sense, that have been put at the Client's disposal within the scope of the performance of the Agreement, unless these products are explicitly (as laid down in writing) intended for multiplication, publication, and/or exploitation.

7.6 The Client is entitled to multiply the written documents for use in his own organization, in so far as this is fitting within the scope of the order. Publication, therefore, can only occur after the Contractor's permission has been obtained. If the order should be terminated prematurely, the above shall correspondingly apply.

8 FEES

8.1 The fee will be determined in conformity with stipulations in the Quotation or the Agreement. All rates are exclusive of expenses and exclusive of sales tax and other levies that may be imposed by the government.

8.2 If, after the Agreement has been concluded but before the Agreement has been completed in its entirety, the agreed wages, prices, taxes, and/or other levies change,

the Contractor is entitled to adjust the agreed rates and tariffs accordingly by way of written notification, unless the Client and the Contractor have agreed otherwise.

8.3 The Contractor's fee is exclusive of expenses to be made for the correct performance of the order and exclusive of expenses and invoices from third parties engaged by the Contractor, unless agreed otherwise in the Quotation or Agreement.

8.4 The Contractor's fee, if necessary supplemented by expenses and invoices from third parties engaged, and in conformity with stipulations in the Quotation or Agreement, will be charged to the Client at least per month, unless the Client and the Contractor have agreed otherwise. Turnover tax shall be invoiced separately on all amounts payable by the Client to the Contractor.

9 PAYMENT

9.1 Payment by the Client must be done, without any deduction, discount, or set-off, within the agreed terms, but in no case later than thirty days after the invoice date. Payment must be made in euros by means of a transfer into a bank account to be specified by the Contractor. Objections to the amount invoiced do not suspend the Client's payment obligations.

9.2 Payments made by the Client are always primarily intended for payment of, in the first place, all interest and expenses owed, and, in the second place, claimable invoices that have been outstanding the longest, even if the Client mentions that the payment concerns a subsequent invoice.

9.3 If the Client fails to pay the amounts owed within the agreed term, the Client, after he has been sent a payment reminder at least once and without a notice of default being required, shall be charged the statutory interest on the amount due after expiration of the payment term. If, after having been sent a notice of default, the Client still fails to make payment of the amount(s) due, the claim(s) can be relinquished for collection, in which event the Client, in addition to the outstanding amount, will owe the full extrajudicial collection costs, including legal fees.

9.4 If the financial situation of the Client gives or has given rise to doing so, the Contractor is entitled to require from the Client to provide (additional) security immediately in a form to be determined by the Contractor and/or to make advance payment. If the Client fails to provide the required security, the Contractor is entitled, without prejudice to his other rights, to suspend the further performance of the order immediately, and all that is owed by the Client to the Contractor on whatever grounds shall be immediately payable.

10 COMPLAINTS

10.1 Complaints regarding the work performed and/or the invoice amount shall be made known and manifest to the Contractor in writing within 30 days of the date on which the documents or information about which the Client complains were sent, or within 30 days after discovery of the defect, if the Client demonstrates that he could not reasonably have discovered the defect earlier.

10.2 Complaints as referred to in the first paragraph shall not suspend the Client's payment obligation.

10.3 In the event of a well-founded complaint, the Client has the option of modifying the fee charged, remedying the defect or carrying out the rejected work again free of charge, or partially or completely discontinuing the (further) fulfilment of the order and refunding a proportionate part of the fee which has already been paid by the Client.

11 DELIVERY PERIOD

11.1 As the duration of the order may be influenced by various factors, such as the quality of the information supplied by the Client and the assistance accorded by him, the terms within which the work must be completed, shall only be considered as fatal terms if this has explicitly been agreed.

11.2 Unless it is evident that its performance is permanently impossible, the Agreement cannot be dissolved by the Client due to exceeding the delivery period, unless the Contractor also fails or partly fails to perform the Agreement within a reasonable delivery period agreed and notified in writing after the agreed delivery period has ended. Dissolution is then permitted in accordance with Article 256 Volume 6 of the Civil Code.

12 TERMINATION

12.1 The Client and the Contractor may at all times (prematurely) terminate the Agreement, subject to 30 days' notice, if the other party repeatedly fails to meet his obligations ensuing from this Agreement.

12.2 Termination must be notified to the other party in writing.

12.3 If the Client proceeds to (prematurely) terminate the Agreement, the Contractor is entitled to payment of his fee for work scheduled for the 30 days following the date of receipt of termination.

12.4 If the Contractor proceeds to (prematurely) terminate the Agreement, the Client is entitled to the Contractor's assistance in transferring work to third parties, unless there are facts and circumstances underlying termination that are attributable to the Client. Upon (premature) termination, the Contractor remains entitled to payment of the fee, expenses, and invoices for work performed up to that point, while the preliminary results of the work performed up to that point, with reservation, shall be put at the Client's disposal. In so far as the transfer of work entails additional expenses for the Contractor, these shall be charged to the Client.

12.5 The Agreement may be (prematurely) terminated by either party in writing without regarding the period of notice in the event that the other party has appointed a curator, administrator, or liquidator, the other party is undergoing financial reconstruction or ceases its operations for any other reason, or if the one party

considers that the emergence of one of the above-mentioned circumstances in the other party is, in all reasonableness, likely to occur. Neither party shall be liable for damages due to termination on one of the grounds mentioned in this paragraph.

12.6 Amounts invoiced by the Contractor before the (premature) termination for work already executed or delivered in performance of the Agreement as well as expenses incurred by the Contractor relating to the period between the last invoicing date and the termination date of the Agreement continue to be owed in full and shall be immediately payable at the time of rescission.

12.7 Upon termination of the Agreement, each party shall return all the other party's goods, objects, and documents in its possession to the other party without delay, with the reservation that the Contractor may retain a copy of each document on which the work is based for the Contractor's administration.

13 LIABILITY

13.1 The Contractor shall perform his work to the best of his ability while exercising the due care the Contractor may be expected to demonstrate. If an error is made because the Client has given him incorrect or incomplete information, the Contractor shall not be held liable for consequential damage, of any kind, arising from this.

13.2 If the Client demonstrates he has sustained direct damage due to an attributable shortcoming in the Contractor's performance of the Agreement, the Contractor is liable for such direct damage per occurrence up to a maximum of the amount of the fee the Contractor and the Client have agreed within the scope of the Agreement. If the term of validity of an Agreement exceeds three months, the liability referred to here shall be limited per occurrence to a maximum of the amount invoiced for the last two months of this order, on the understanding that liability shall not exceed the maximum amount covered by the Contractor's liability insurance.

13.3 The Client indemnifies the Contractor against claims by third parties due to damage caused by or in consequence of the Client having provided incorrect or incomplete information to the Contractor, unless the Client demonstrates that the damage is unrelated to attributable acts or omissions on his part or is caused by intentional acts or equivalent gross negligence on the part of the Contractor.

13.4 The Contractor shall not be liable for damage caused by acts or omissions committed by third parties engaged by the Contractor in the performance of the Agreement.

13.5 The limitation of liability laid down in this Article is also stipulated for the benefit of third parties engaged by the Contractor in the performance of the Agreement, who can directly rely on this limitation of liability.

13.6 Rights to action and other powers of the Client by any virtue whatsoever vis à vis the Contractor in connection with the performance of work by the Contractor, shall in any case expire one year after this work was performed.

13.7 The Contractor shall not be held liable for damages incurred by the Client due to third-party software/hardware that has been used or implemented by the Contractor in the performance of the Agreement, without prejudice to the Client's right to claim damages from the third party concerned.

13.8 The Contractor shall not be held liable for damages due to the non-assignment or partial assignment of tax facilities, subsidies, and other funding to the Client.

13.9 The limitations of liability included in these General Terms and Conditions do not apply if damages are due to deliberate acts or gross negligence of the Contractor or those under his management.

13.10 The liability relating to any software delivered or produced by the Contractor falls under the Contractor's user agreement for software products.

14 PROVISIONS CONTINUING TO BE IN FORCE

The provisions of this Agreement, which are explicitly or implicitly intended to continue to be in force after termination of this Agreement, shall remain in force thereafter and continue to be binding for both parties.

15 FORCE MAJEURE

The Contractor is entitled to suspend the fulfilment of any obligation arising from the Agreement if he is prevented from doing so in consequence of force majeure. Force majeure will be taken to comprise, in addition to its definition provided by law and case law, all external causes, whether foreseen or unforeseen, that are beyond the influence of the Contractor but that prevent the Contractor from meeting his obligations. This includes non-attributable failing in fulfilling their obligations by suppliers or subcontractors of the Contractor.

16 APPLICABLE LAW AND SETTLEMENT OF DISPUTES

16.1 The Agreements between the Client and the Contractor are governed by Dutch law.

16.2 Disputes arising between the Contractor and the Client due to an Agreement concluded by the Contractor with the Client, or due to subsequent agreements resulting therefrom, shall be settled by the competent Dutch court.

17 CHANGES AND FILING OF THESE GENERAL TERMS AND CONDITIONS

The Contractor shall be authorized to amend these General Terms and Conditions. During the term of this Agreement, the unaltered General Terms and Conditions shall remain in force between parties until a stage has been completed or the Agreement has terminated.