

GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT

Of the private limited company:

Hendrixx ITC B.V. , having its registered office in Diessen and registered with the Chamber of Commerce of Midden-Brabant, under number 18080938, hereinafter referred to as "Hendrixx".

Reference is made to the last page of these General Terms and Conditions of Delivery and Payment for a glossary, which forms an integral part of these terms and conditions.

Article 1. Applicability

1. These terms and conditions apply to all quotations, agreements, sales, deliveries and completions, activities, products and services of and/or by and/or on behalf of Hendrixx -without claiming to be exhaustive-.
2. Any deviations from and/or changes to these terms and conditions are only valid to the extent they have been agreed in writing between the parties.
3. Any voidability and/or nullity of (part of) these terms and conditions, does unconditionally not affect the validity of the other provisions of these terms and conditions. The parties furthermore commit themselves to every common practice and/or course of action within the industry, unless deviating provisions are explicitly agreed in writing by (separate) agreement and/or these terms and conditions stipulate otherwise.
4. Third parties cannot derive any rights from (the contents of) these terms and conditions in any way whatsoever and the client is not entitled to transfer rights and/or obligations directly and/or indirectly arising from this agreement to third parties, or to have them transferred to third parties, unless a written agreement has been provided by Hendrixx.
5. Unless explicitly agreed in writing between parties, "management", which includes, for example, periodic patching, upgrades, problem- and incident management - without claiming to be exhaustive -, is not included in the by Hendrixx to deliver and / or delivered products and / or services.

Article 2. Offers and prices

1. All offers are without obligation, unless expressly agreed otherwise in writing, even if a fixed term for acceptance is stated in the offer. Information by and/or on behalf of Hendrixx in the form of images, advertising material, websites, blogs, photographs -without claiming to be exhaustive- is never binding on Hendrixx.
2. All information and/or specifications provided with an offer regarding units of time, periods, quantities, contents and numbers -without claiming to be exhaustive- are always approximate and are only binding on Hendrixx if confirmed in writing by Hendrixx.
3. Hendrixx is entitled to deviate from previously offered prices - even if these have already been confirmed and/or agreed upon in writing - on the basis of unforeseen circumstances, such as natural disasters, strikes and/or extreme price increases - without claiming to be exhaustive - in case there is and/or will be more than thirty days between the date of the offer and/or agreement and the actual date of delivery/execution.
4. If on balance no agreement is reached between the parties, Hendrixx shall be entitled to charge the time and/or costs spent on an offer, in the broadest sense of the word, to the party to whom the offer was made on the basis of a supplemental written and specified overview.

5. Offers are made in euros, exclusive of VAT and exclusive of other levies, governmental or otherwise, unless explicitly stated otherwise in writing.

Article 3. Agreement

1. An agreement with Hendrixx will be established by acceptance of a written offer made by Hendrixx or by a written confirmation by and/or on behalf of Hendrixx of an agreement between the parties. Acceptance means the delivery by the client of an unaltered offer from Hendrixx signed for approval. In all cases, Hendrixx' offer is deemed to reflect the content of the agreement correctly and completely and Hendrixx may revoke and/or (still) refuse the offer and/or acceptance and/or confirmation up to 3 working days after acceptance and/or confirmation.
2. Offers by virtue of Article 2 have a validity of up to thirty days after date, or any time shorter as stated in writing for a different validity period in an offer of Hendrixx.
3. In exceptional cases in which the client places his or her order verbally with Hendrixx, a subsequent written confirmation on the part of Hendrixx shall be deemed to correctly and fully reflect the content of the agreement, unless the client notifies Hendrixx in writing of his or her objections to the written confirmation immediately, and not later than within 3 working days after the date of the written confirmation.
4. Hendrixx reserves the right to engage third parties in the execution of the agreements concluded by Hendrixx. Unless otherwise agreed upon in writing, the client is not allowed to pass on any activities and/or expenses of him or her, or third parties - for any reason whatsoever - to Hendrixx and/or to offset them with Hendrixx.

Article 4. Deliveries and completion

1. Delivery periods indicated by Hendrixx are at all times approximate and are not deadlines. Delivery periods commence on the date on which Hendrixx has confirmed the agreement in writing, or in the event there is other evidence to show that the agreed term(s) have commenced, on the proviso that Hendrixx has access to all necessary data and/or other information that is/are required at that time, in order to fulfil the obligations arising from the agreement on the part of Hendrixx without delay.
2. If delivery by Hendrixx does not take place on and/or within the agreed date and/or term, Hendrixx shall only be in default after the client has summoned Hendrixx in writing to deliver/perform within a reasonable period of time.
3. The client cannot cancel and/or dissolve the order due to the situation that a delivery date is exceeded. This also applies to a refusal to purchase products and/or services offered by Hendrixx.
4. The client is not entitled to compensation - in any form whatsoever - in the event of a delivery date is exceeded.
5. If a delivery/completion, in the broadest sense of the word, takes more time than agreed between the parties, or - in the absence of explicit relevant arrangements - takes more time than is reasonable and fair, due to circumstances directly and/or indirectly attributable to the client, the costs and/or damage resulting from such delay(s) shall be for the client's account.
6. In case no specific delivery/completion and/or purchase date has been agreed upon, the client will have to purchase the product and/or service within 30 days after a written confirmation from Hendrixx to the effect that a product and/or service is ready for delivery. Products and/or services ordered by the client, but 30 days after confirmation of readiness and/or availability of the products and/or services by and/or on behalf of Hendrixx, not yet purchased, can in that case be charged to the client immediately and in full.

Article 5. Additional and/or less work

1. Amendments to an agreement between the parties, with regard to additional work, must - with the exception of the following provisions - be agreed in writing. Additional work generally includes all work actually performed by Hendrikx in addition, delivered performances, hours spent and/or (re)delivered products, which are not explicitly included in the agreement. Less work is the exact opposite of what is described above.
2. If before and/or during the execution of an agreement it appears that one or more change(s) needs to be implemented in the originally agreed upon (quantity of) work, performance, hours to be spent and/or products to be delivered - without claiming to be exhaustive -, Hendrikx has the right to unilaterally implement those changes on the basis of increased insights and to settle those changes as additional and/or less work. Hendrikx is not obliged to accept additional work, whether or not on the basis of a separate agreement.
3. Minor deviations customary in the industry and/or technically unavoidable, as referred to in this article, do not form a basis for an appeal to failure and a possible subsequent appeal to compensation by and/or on behalf of the client.
4. Hendrikx is entitled to pass on to the client the costs associated with additional and/or less work. Reduced work, however, expressly does not constitute an unconditional basis for limiting the prices and/or quantities originally offered and/or agreed, if the reduced work results from changes by and/or on behalf of the government, in the event of deviations with regard to information - such in the broadest sense of the word - that can the client can be directly and/or indirectly held responsible for and in the event that it concerns services and/or products specially developed for the client and/or costs incurred - without claiming to be exhaustive.
5. In case of a difference of 10 % or less between the agreed prices and/or quantities, whether or not in the form of hours to be spent by and/or on behalf of Hendrikx, and the prices and/or quantities to be invoiced less and/or delivered/completed less, Hendrikx will be deemed to have fully and unconditionally fulfilled its delivery/completion obligation(s) and the client will explicitly not be entitled to (partial) repayment and/or reimbursement.

Article 6. Client's obligations

1. The client ensures that:
 - any required permits, exemptions and/or circumstances required for the development and/or delivery/completion of a product and/or service are granted and/or created in a timely manner;
 - there are generally no circumstances that could result in a potential delay in the development and/or delivery/completion of a product and/or service;
 - apparent errors and/or shortfalls and/or defects in products and/or services developed by Hendrikx on the basis of information provided by the client will be immediately communicated to Hendrikx.
2. Delays, extra work, extra materials, extra time, in general all factors and/or circumstances, which are directly and/or indirectly attributable to the client and/or third parties on his or her behalf, as a result of an act and/or omission, are for the account of the client. The client is moreover obliged to limit damage (demonstrably) as much as possible.

Article 7. Complaints

1. In the event a complaint has been found to be valid after delivery/completion by Hendrixx, Hendrixx has the right to repair the defects within a reasonable period of time, on the basis of a detailed written statement and substantiation of the complaint by the client. However, Hendrixx is not obliged to compensate any damage directly and/or indirectly resulting from a valid complaint, except in the case of intent and/or gross negligence.
2. In the event that, with due observance of the stipulations from this article and from article 5, the client states that the properties of the products and/or services delivered by and/or on behalf of Hendrixx deviate from the properties agreed upon in writing - beyond explicitly permitted margins in deviations - an expert examination can be ordered. The expert shall be appointed by mutual agreement between the parties. The expert's report shall be requested no later than 30 days after the date of the complaint. In the event of a tie, Hendrixx will appoint the expert. The costs of the expert examination shall be borne by the (largely) unsuccessful party.
3. Complaints, as well as any resulting expert investigation, shall never entitle the client to suspend payment obligations.
4. A claim/complaint from and/or on behalf of the client pursuant to this article shall lapse unconditionally and without further notice by and/or on behalf of Hendrixx, if within 90 days after Hendrixx has been notified of the facts and/or circumstances on which the claim/complaint from and/or on behalf of the client is based in a demonstrable manner in writing, the claim/complaint has still not been brought before a court of law.

Article 8. Interim dissolution of agreement/termination in an unfinished condition

1. Hendrixx reserves the right to suspend its obligations and/or unilaterally dissolve the agreement and/or deliver (or confirm completion) in an unfinished condition of a product and/or service, if:
 - the progress of the delivery is delayed for more than 8 calendar weeks by an act and/or omission by and/or on behalf of the customer, counting from the originally agreed assessment moments and/or delivery/completion date(s);
 - the client fails to fulfil any (payment) obligation arising from the agreement between the parties or not in a timely manner and/or products and/or services are not and/or not purchased and/or taken receipt of in a timely manner by and/or on behalf of the customer, without a notice of default being required;
 - prior to and/or during the execution by Hendrixx of an assignment based on the agreement between the parties, it appears that the execution cannot take place and/or can only take place in a modified manner due to one or more cause(s) that cannot Hendrixx cannot be held responsible for. Hendrixx will then have the right (whether or not in consultation with the client) to adapt the remaining implementation of the agreement to the circumstances to the best of its knowledge and ability, or to terminate the execution in an unfinished condition;
 - the client and/or entities directly and/or indirectly related to him or her become insolvent and/or are at risk of becoming insolvent;
 - the client transfers his or her business wholly or partially in ownership;
 - an amicable or out-of-court settlement with creditors is started;
 - an attachment is levied against the client and/or any entities directly and/or indirectly affiliated to the client;
 - a credit facility is terminated;

- the client and/or a third party on his or her behalf has knowingly provided incorrect and/or incomplete information;
 - the fulfilment of (payment) obligations in general is in any way compromised.
2. Provisions to be made by Hendrikkx in cases as referred to in paragraph 1 of this article may be set off and/or invoiced as additional work, as well as damages suffered by Hendrikkx as a result of the interim dissolution and/or termination.
 3. In case of dissolution and/or termination of the agreement/work in an unfinished condition, Hendrikkx shall be entitled to an additional amount of 30 % of the total order amount on balance, in addition to and increased with the (damages) compensation described in the previous paragraph. Any claims of Hendrikkx on what is otherwise due by the client with regard to the agreement and/or applicable agreements remain in force unchanged and unaffected.
 4. Even if there is no situation as described in paragraph 1 of this article, Hendrikkx may terminate the agreement in writing unconditionally, stating the reason(s) and with a reasonable notice period, if the agreement does not end after delivery and/or completion and/or by the mere expiry of a contract period according to the type and content of the agreement.
 5. The client is not permitted to prematurely terminate a fixed-term agreement that only and/or largely concerns hours to be delivered by and/or on behalf of Hendrikkx and/or the placement of persons/employees, for example because of their (technical) skills and know-how.
 6. In cases as referred to in the previous paragraphs, resulting in dissolution and/or termination in an unfinished condition, all claims of Hendrikkx and all obligations of the client in respect of Hendrikkx shall be immediately, fully and at once due and payable.

Article 9. Liability

1. Client is exclusively responsible for the accuracy of all information provided by and/or on behalf of him or her. Any errors and/or defects in products and/or services created and/or (to be) delivered by and/or on behalf of Hendrikkx, as a result of inaccurate and/or incomplete information, materials, documents - without claiming to be exhaustive - provided by and/or on behalf of the client, are entirely and exclusively for the account and risk of the client.
2. Hendrikkx is not liable for:
 - direct and/or indirect (consequential) damage, including damage as a result of interruption of activities and/or planning by and/or on behalf of the principal, reduced goodwill, claims by the principal's contracting parties, loss of profit(s), destruction and/or loss of data and/or other types of information facilities - without claiming to be exhaustive;
 - damage as a result of an incomplete and/or improper implementation of products and/or services delivered by and/or on behalf of Hendrikkx.
3. If and to the extent Hendrikkx is liable, such liability shall at all times be limited to the amount of damages covered by Hendrikkx' insurance. In the event that no (successful) claim can be made by and/or on behalf of Hendrikkx, Hendrikkx' liability is limited to a maximum of the order amount for the relevant products and/or services and/or hours. In addition, the other provisions of these General Terms and Conditions of Delivery and Payment in respect of liability, as well as in respect of the rights and obligations of the parties involved, shall remain in full force and effect.
4. In case of a continuing-performance agreement with a duration of more than a full calendar year, Hendrikkx' liability is limited to half of the total fees it would have charged the client with regard to a maximum of a full calendar year up to € 50,000.00 (say: fifty thousand euros).

Article 10. Privacy and the General Data Protection Regulation (GDPR)

1. The client unconditionally agrees that Hendrixx may engage third parties in the execution of the agreement. The provisions of these terms and conditions shall remain in full force and effect in such cases as well.
2. In the event it is necessary for Hendrixx to provide (personal) data to these third parties under the execution of the agreement, whereby Hendrixx is the controller, or in case of a legal obligation to do so and/or in case of a justified interest to do so, Hendrixx will conclude a separate processing agreement with this third party under the GDPR, unless this is not necessary on the basis of a (legal) regulation. The above obligation also applies the other way around, namely in a situation in which the client is in fact the controller.
3. Upon first request, the client shall immediately inform Hendrixx in writing of the manner in which he or she fulfils his or her legal obligation with regard to personal data protection.
4. The client indemnifies Hendrixx against claims by and/or on behalf of entities whose (personal) data has been processed and/or is being processed pursuant to the law, unless the client proves that the facts and/or circumstances underlying these claims should and/or can be attributed exclusively to Hendrixx.
5. The responsibility for the (processing of) data related to a product and/or service to be delivered and/or delivered by Hendrixx is solely vested with the client. The Client unconditionally guarantees that the content, use and/or processing of the (personal) data concerned is/are not unlawful and does not violate any right of third parties. The client indemnifies Hendrixx against any claim from third parties, for any reason, in connection with these data and/or the execution of the agreement.
6. With regard to (information) security, Hendrixx will make arrangements that meet the requirements of the Personal Data Protection Act (Wbp), on the understanding that the security meets the standards which, in view of the state of the art at such a time, can be called 'reasonable' and the costs associated with the specific security are not unreasonable in view of the sensitivity of the (personal) data and the costs associated with the specific security.
7. The client agrees to be included in a mailing file of Hendrixx, in order to be contacted by email and/or through another medium, for example with interesting facts from the industry and/or (other) important information. The client may deregister from such list.
8. Privacy-sensitive information will be removed and/or deleted by Hendrixx no later than seven years after the date on which a relationship and/or assignment and/or agreement has been terminated/completed.

Article 11. Force majeure

1. In the event of force majeure, Hendrixx shall be entitled to cancel and/or terminate the agreement and/or to suspend its delivery/completion obligations (in whole or in part). Force majeure is understood to mean a situation in accordance with Book 6, article 75 of the Dutch Civil Code and in addition to this, force majeure includes an interruption of the supply of raw materials and/or materials, malpractice with regard to machines and/or tools and/or hardware and/or software, unavailable means of transport and/or transport, government measures, war, technical malfunctions, understaffing, situations in which suppliers/trade partners of Hendrixx are in default - without claiming to be exhaustive - as a result of which a delay occurs in the regular development and delivery/completion process on the part of Hendrixx and/or its suppliers/trade partners.
2. In the event Hendrixx has already partially fulfilled its obligations in accordance with the agreement and/or partially delivered, it is entitled to invoice the executed and/or delivered part separately and the client is unconditionally bound to pay these invoices on time, as if they were invoices based on a separate agreement.

Article 12. Secrecy, confidentiality and intellectual property

1. The client unconditionally undertakes to observe confidentiality/secrecy with regard to all information provided and/or made available to him or her, in the broadest sense of the word, as well as all entities directly and/or indirectly affiliated to him or her under (the performance of) the agreement. Confidential information will only be used for the purpose for which it was provided. Information will - in case of reasonable doubt - in any case be labelled as confidential, if Hendrikk designates the information as such. The latter is done as much as possible through 'zipped' files, secured with a password.
2. The obligation by virtue of paragraph 1 also extends to intellectual property rights, copyrights, trademarks and trade names -without claiming to be exhaustive- on the products and/or services developed and delivered by Hendrikk under the agreement. Those property rights, copyrights, brands and trade names -without claiming to be exhaustive- remain exclusively vested in Hendrikk and/or third parties from whom Hendrikk has obtained the right of use. Where necessary for the use and/or processing by the client of the products supplied by Hendrikk, Hendrikk grants the client in writing a limited, non-exclusive and non-transferable right to only use that specific information, including intellectual property rights, copyrights, brands and trade names -without claiming to be exhaustive-vested in those products and/or services. Furthermore, the client is not allowed to grant a sub-license on the intellectual property rights, copyrights, trademarks and trade names - without claiming to be exhaustive.
3. Information in the form of drawings, technical descriptions and -schemes, overviews, diagrams and designs and/or calculations - without claiming to be exhaustive and whether or not with regard to information subject to copyrights -, provided and/or drawn up by and/or on behalf of Hendrikk, remain the (intellectual) property of Hendrikk and may furthermore not be shown to third parties by a (possible) client, for example with the purpose of requesting and/or offering and/or obtaining a comparable quotation and/or order based on that information. As a general rule, the prohibition applies to the intent to obtain any advantage - in any form whatsoever - for the client him/herself or for third parties on his/her behalf through such information.
4. If in the end no agreement is reached between the parties, the party to whom the information was provided is unconditionally obliged to return the information to Hendrikk and to destroy copies and/or duplicates within fourteen days after Hendrikk has requested this in writing. This obligation must also be complied with, even without an explicit written request to that effect, and at the latest within three months after an offer, which ultimately does not result in an agreement and/or arrangements, including partial acceptance.
5. If Hendrikk is (effectively) willing to transfer (ownership) of intellectual property rights, copyrights, brands and trade names - without claiming to be exhaustive -, such transfer can only be agreed upon in writing. Such a transfer never implies that the right and/or the possibility of Hendrikk to continue to use and/or develop the components, general principles, ideas, designs, documentation, works, algorithms, programming languages and protocols underlying those intellectual property rights, copyrights, trademarks and trade names - without claiming to be exhaustive - is/are restricted in any way. Hendrikk can and may continue to use and/or develop the components, general principles, ideas, designs, algorithms, programming languages and protocols underlying such development for other purposes as well, without claiming to be exhaustive. Nor does such a transfer affect the right of Hendrikk to conduct research and/or carry out developments that are identical and/or derived from intellectual property rights, copyrights, trademarks and trade names that have been transferred in ownership - without claiming to be exhaustive.
6. On the one hand, Hendrikk is at all times entitled to mention its name on and/or with and/or in a product and/or service or to remove it (or have it removed). If Hendrikk has placed indications on and/or to a product and/or service supplied by and/or on behalf of Hendrikk, which show that it owns the intellectual property rights to that product and/or service, these may not be removed and/or changed without its written permission. On the other hand, the client is not permitted to remove and/or change any indication on and/or in a product and/or service, whether or not with regard to the confidential nature of intellectual property rights, copyrights, trademarks and trade names - without pretending to be exhaustive.

7. Even if the agreement does not explicitly provide for any authority to do so, Hendrikk is allowed to make a (technical) provision to protect its general principles, ideas, designs, algorithms, programming languages and protocols -without pretending to be exhaustive. The client is not permitted to remove and/or change this (technical) facility.
8. Hendrikk indemnifies the client against any legal action of a third party, which is based on the allegation that software, websites, data files, equipment and other materials developed by Hendrikk - without claiming to be exhaustive - infringe an intellectual property right of such third party, on the condition that the client immediately informs Hendrikk in writing of the existence and content of the legal action and leaves the handling of the case, including making possible settlements, entirely to Hendrikk. To that end, the client shall provide/give Hendrikk the necessary powers of attorney, information and cooperation in order to properly defend itself, if necessary in the name of the client, against such legal claims. This obligation lapses if it appears that the legal action has been instituted as a result of an imputable act and/or omission on the part of the client and/or the infringement relates to information provided by and/or on behalf of the client and/or changes have been made by and/or on behalf of the client to the software, websites, data files, equipment and other materials - without claiming to be exhaustive.
9. The client indemnifies Hendrikk against any claim from and/or on behalf of third parties, which is based on a claim that violates software, websites, data files, equipment and other materials provided by and/or on behalf of the client to Hendrikk and/or third parties on its behalf - without claiming to be exhaustive - intellectual property rights, copyrights, trademarks and trade names.
10. During the term of the agreement and subsequently during one full calendar year after termination of the agreement - irrespective of the reason for termination - the client shall only be allowed to employ Hendrikk' employees or other persons who have been directly and/or indirectly involved in the execution of the agreement, or to have such persons work in any other manner directly and/or indirectly, after prior written permission from Hendrikk.
11. In the event of violation of the provisions of the previous paragraphs, the principal shall forfeit an immediately payable penalty of € 25,000.00 (in words: twenty-five thousand euros) per violation and € 500.00 (in words: five hundred euros) for each day that the violation continues without Hendrikk being obliged to prove its damage and without prejudice to Hendrikk' right to claim damages.

Article 13. Risk and (extended) retention of title

1. Products and/or services delivered by and/or on behalf of Hendrikk are immediately at the expense and risk of the client after delivery with regard to the risk of loss, theft, embezzlement, computer hacking and/or damage - without pretending to be exhaustive. In the case of property rights, software, data files and/or other information that cannot be physically denoted - without claiming to be exhaustive - whether or not manufactured and/or used under the performance of the agreement, the risk shall pass to the client as soon as he or she has actual access to it.
2. All products to be delivered and completed by Hendrikk remain the property of Hendrikk, until the client has fulfilled all his or her obligations under the agreement, even if there is an obligation to issue and/or transfer products, property rights, software, data files -without pretending to be exhaustive. This also applies to claims of Hendrikk due to failure to comply with the agreement and/or if a dispute between the parties is pending before an arbitration committee or the ordinary court. Hendrikk expressly agrees on an extended retention of title with the client, which involves that in the event of non-payment, whether or not as a result of insolvency on the part of the client, the retention of title also extends as security for payment of products and/or services to be delivered and/or completed and directly and/or indirectly related claims. This expressly includes products and/or services (already) paid for at that time.
3. The client is not allowed to pledge products and/or services delivered by and/or on behalf of Hendrikk and/or to give a third party any right to these products and/or services, as long as the ownership of these products and/or services has not been transferred to him or her.

4. The client undertakes to insure and keep insured products and/or services supplied, for example against damage caused by fire, water, computer hacking and/or (digital) theft - without claiming to be exhaustive, regardless of whether or not the client has already paid for the products and/or services in question. The client commits himself to submit proof of insurance to Hendrixx on first request.
5. The client gives unconditional and irrevocable permission to Hendrixx, or to a third party to be appointed by Hendrixx, in all cases in which Hendrixx wishes to exercise its (property) rights, to have access to all such locations where the properties of Hendrixx are located and to take or return those products, whether or not in digital form.

Article 14. Payment, interest, default and security

1. Unless otherwise agreed upon and without prejudice to the right to demand advance payment and/or security for payment of its invoices and/or claim(s), payment must be received by Hendrixx within 30 days after the invoice date.
2. In the event that the client fails to pay a due and/or payable invoice, all invoices and/or claims addressed to the same client and/or directly and/or indirectly to his or her affiliated entities shall be immediately due and payable, regardless of the due dates of those invoices. Direct and full payability also occurs in the event of insolvency of the client and/or entities directly and/or indirectly affiliated to him or her and/or in situations in which Hendrixx has reason to doubt the correct fulfilment of (payment) obligations by and/or on behalf of the client.
3. Hendrixx reserves the right to suspend and/or discontinue its activities and/or deliveries/completion until an advance payment and/or other (financial) security has been received and/or in case a due and payable invoice and/or claim is left unpaid by the client and/or Hendrixx otherwise reasonably doubts the correct fulfilment of (payment) obligations by and/or on behalf of the client.
4. In case of non-payment within the set time-limit, Hendrixx shall be entitled to charge (or cause to be charged) 1% per month with regard to debit interest on its claim to the client from the due date of an invoice and/or the day on which a claim becomes due and payable, as well as all costs related to the recovery of its total claim in and/or out of court on the basis of a fixed percentage of 15%, calculated on the total claim due and payable plus debit interest due together with a minimum of € 500.00. In the event that the interest rate to be claimed on the basis of the law is higher than the rate of 1% per month, the statutory (commercial) interest shall apply in accordance with Book 6, article 119A of the Dutch Civil Code, even if this is required by law.
5. In the event that interest and/or (extra)judicial (collection) costs is/are due, payments of a later interest date made by and/or on behalf of the client will successively be used as a deduction for the payment of due (extra-)judicial (collection) costs, interest and finally the principal sum, based on the date of the invoice and/or date of payability, regardless of the reference(s) specified in a payment.

Article 15. Battle of forms

1. These General Terms and Conditions of Delivery and Payment shall expressly prevail over (the contents of) general terms and conditions of delivery, purchase, payment – of any title - of the client and/or third parties on his or her behalf, regardless of the moment at which these General Terms and Conditions of Delivery and Payment have been made available to the customer and/or the customer could have had knowledge of (the contents of) these General Terms and Conditions of Delivery and Payment, explicitly also in case it appears that the client previously provided Hendrixx with his or her general terms and conditions of delivery, purchase and payment, of any title.

Article 16. Applicable law and choice of court

1. The agreement between Hendrixx and the client is exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is expressly excluded and shall only apply if this has been explicitly agreed between the parties in writing.

2. Any disputes, in the broadest sense of the word, between Hendrikx and its client will be submitted for settlement to the District Court of Oost-Brabant, unless due to the nature of the dispute Hendrikx prefers another court district and/or unless this is prohibited by mandatory law.
3. Contrary to paragraph 2, only Hendrikx shall have the right to submit a dispute to the Foundation for the Settlement of Automation Disputes (Stichting Geschillenoplossing Automatisering, SGOA) in The Hague for settlement on the basis of the then current Arbitration Rules. If Hendrikx opts for an arbitration procedure, it may nevertheless appeal to the interim injunction court with regard to protective measures to be taken.

Article 17. Final provisions

1. Hendrikx reserves the right to unilaterally make changes to these General Terms and Conditions of Delivery and Payment, to the extent the client has not explicitly and demonstrably disputed the announced change(s) within fourteen days after he/she was notified of the intention to do so (demonstrably) by e-mail and/or by regular mail.
2. The purpose of these General Terms and Conditions of Delivery and Payment is, among other things, to define in advance agreements made between the parties as fully as reasonably possible, including with regard to any eventual non-compliance with such agreements. Where reference is made to 'products' to be delivered/for completion and/or delivered/completed, this may also be a reference to 'services' to be delivered/for completion and delivered/completed. Where reference is made to 'deliveries', this may also be a reference 'deliveries/completion'. Specifically, in the event of different interpretations/explanations of a specific provision of these General Terms and Conditions of Delivery and Payment, the parties will always try, as far as possible in consultation, to reach an agreement on the matter. If, despite this, there is still a difference of opinion between the parties regarding the interpretation of a specific provision of these General Terms and Conditions of Delivery and Payment, Hendrikx has a decisive vote regarding the interpretation/explanation of such provision and the other provisions of these General Terms and Conditions of Delivery and Payment shall remain in full force and effect at all times.
3. If one or more provisions of these General Terms and Conditions of Delivery and Payment are declared void and/or invalid and/or have no or no longer have (legal) force on the basis of mandatory law, such a circumstance shall have no influence whatsoever on the applicability, scope and content of the other provisions of these General Terms and Conditions of Delivery and Payment.

GLOSSARY

- **Hendrixx:** the legal entity that provided, provides or will provide for the development and/or delivery/completion of products and/or services to the client/customer, or made an offer for this purpose and/or was asked to make an offer for this purpose, even if this was not done by, however, was or will be done on behalf of Hendrixx;
- **Client:** the legal entity that received, receives and/or will receive delivery/completion of products and/or services, or received and/or will receive an offer thereto or asked for and/or caused to be asked for such an offer, or purchased, purchases or will purchase hours from and/or on behalf of Hendrixx with regard to the engagement of employees/persons of and/or on behalf of Hendrixx;
- **Products:** the movable property and/or services and/or software (to be) delivered/completed and/or developed and/or to be delivered/completed and/or developed by and/or on behalf of Hendrixx - without claiming to be exhaustive - with regard to which an offer was requested and/or made and/or is directly and/or indirectly related to;
- **Services:** actions directly and/or indirectly related to the delivery/completion of products, and also to actions and/or activities performed by and/or on behalf of Hendrixx;
- **Information:** drawings, technical descriptions and -schemes, overviews, diagrams and designs and / or calculations - without pretending to be exhaustive in completeness -;
- **Agreement:** the written agreements made between Hendrixx and the client, showing a consensus ad idem between the parties;
- **Parties:** parties directly and/or indirectly involved in offers, requests, agreements, rights, obligations and/or agreements;
- **Offer:** an offer made by and/or on behalf of Hendrixx, such as a tender, cost estimate, quotation -without claiming to be exhaustive;
- **Written confirmation:** an e-mail with acknowledgement of receipt and/or a letter that has been demonstrably delivered to the addressee, i.e. the content of which is known to the addressee, i.e. may reasonably be known to him/her;
- **Continuing performance agreement:** an agreement whereby the parties involved undertake to provide services for a (longer) period;
- **Delivery/completion:** the moment at which Hendrixx labels a product and / or service to be delivered as being 'ready' and transfers that work to the client;
- **Zipped:** compressed;
- **Scope and out of scope:** what, respectively, falls under agreements agreed between the parties and / or a product and / or service to be delivered;
- **Licensing:** a permission granted by Hendrixx to use a product and / or service.

these terms and conditions have been filed with the Chamber of Commerce Midden-Brabant under number 18080938