

GENERAL TERMS AND CONDITIONS

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A. GENERAL PROVISIONS

A.1 Definitions

A.1.1 The following definitions are applied in these general terms and conditions:

Subscription:

Agreement on the basis of which the Publisher provides periodic Content and/or Deliveries and/or Updates to the Customer; **Addresses:**

The address details of third parties made available by the Publisher to the Customer for the performance of advertising promotions, mailings etc.

Delivery:

New or changed Content the Publisher provides to the Customer periodically with a Subscription to a Folio product; **Customer:**

Those who have entered into an Agreement with a Publisher (directly or otherwise); **Content:**

Work, documentation, information or other material (not being the Programs), published or made available by the Publisher in any way; **Participant:**

An individual taking part in an Education; **Service(s):**

Activities performed by the Publisher as assignment by/for the benefit of the Customer, such as the organising education, courses, trainings, conferences, support for the organising of exhibitions, conferences and events, conducting a research, making available addresses, with the exception of the publication of works; **Electronic Product:**

A mutual related quantity of Content in digital or electronic form, including any accompanying Updates; **Exam:**

An exam taken by a third party by or on behalf of the Publisher following an Education; **Folio product:**

A mutually related quantity Content in printed form including any Deliveries; **Licensed**

User:

An individual working in the organisation of the Customer, who is entitled on the basis of the Agreement or these general terms and conditions to use an Electronic Product or Programs;

New Version:

Changes or additions to the Programs which the Publisher provides the Customer periodically if this results from the Agreement; **Online making available:**

The access to the Content or Programs provided by the Publisher to the Customer via an electronic communication network; **Education:**

All the conferences and training programs or parts of training programs of one or more day parts, including trainings, whereby a day part consists of a consecutive lesson period of at least two and no more four hours, including a short break; **Agreement:**

A (written) agreement between Publisher and Customer whereby the Publisher commits to provide the Customer one or more Products or Services in return for a payment of the Customer of the relevant fee;

Product:

A Folio product, an Electronic Product, Programs or any items, or combinations thereof, supplied by the Supplier to the Customer. If a Product consists of a combination of Folio product and/or Electronic Product and/or Programs then the Product is subject to the relevant provisions of these general terms and conditions side by side.

Programs:

Computer programs supplied or made available by the Publisher to the Customer, including any accompanying New Versions;

Publisher

The private limited liability company Vakmedianet Logistiek & Mobiliteit .

Update:

New or changed Content the Publisher provides to the Customer periodically with a Subscription to an Electronic Product; **Shipping:**

The shipping of a Product by the Publisher to the Customer in a physical form (whether or not on an electronic data carrier) or via an electronic communications network.

A.1.2. When these general terms and conditions refers to notifications that must be done "in writing", this includes notifications by fax or by email.

A.1.3 The provisions of this general section A apply in addition to the provisions of the special provisions (B up to and including G), whereby the provisions of the special sections prevail if and insofar as they (also) apply.

A.2 Applicability

A.2.1 These general terms and conditions apply to all offers of the Publisher and to any Agreement.

A.2.2 Additional and/or deviating terms and conditions - including purchase conditions - of the Customer are explicitly rejected by the Publisher and they do not form part of the Agreement and are not binding to the Publisher, unless the Publisher has explicitly accepted the those terms and conditions in writing.

A.2.3 Any conflict of these general terms and conditions with that of the Customer, then these general terms and conditions prevail, unless the Publisher has confirmed to the Customer that its terms and conditions prevail.

A.2.4 When these general terms and conditions are changed intermediately, then the changed version forms part of any Agreement after the moment of commencement of the change.

A.3 Offer, order and conclusion of the Agreement

A.3.1 Any quotes and offers of the Publisher are completely free of obligation, unless otherwise is explicitly stipulated to the contrary. The Publisher explicitly retains the right to revoke an offer it has made. Unless it has been agreed otherwise, the quotes and offers of the Publisher are valid for thirty days, although the Publisher is not bound to the offer within that period.

A.3.2 The Agreement is concluded by placing or by making a written or oral (by phone) order, registration or assignment with the Publisher of a quote or offer of the Publisher, or if no prior quote or offer was made by the Publisher, by the acceptance thereof by the Publisher. The Customer accepts, by this written and oral order, the application or the provision of the assignment, these general terms and conditions.

A.3.3 The acceptance of the Publisher as referred to in article A.3.2 can take place via any means of communication. This also applies if the order or assignment of the Customer has been made electronically. An electronic signature is only valid if this meets all the reliability requirements determined by the Publisher in advance.

A.3.4 The Publisher is in no way obliged to make means available to the Customer in order to detect or correct input errors by the Customers. The parties agree that the content of the assignment or order of the Customer as it is received by the Publisher is correct. Input errors and other errors made upon making the order or assignment are for the account and risk of the Customer.

A.3.5 Model changes with regard to forms and/or office requirements as well as changes in order units are retained by the Publisher. If using standard packaging the delivery will only be realised in the indicated units or quantities thereof.

A.4 Remote purchase

A.4.1 If and insofar as the Customer is an individual who does not trade in the capacity of a profession or company and this involves a remote purchase within the meaning of article 7:46a Dutch Civil Code

that stated in this article A.4 also applies. The applicability of article 7:46f, first subsection, Dutch Civil Code, is explicitly rejected.

A.4.2 In deviation of what is stated in article A.9.1, A.9.2 and A.14, the Customer has the right during seven working days after receipt of the goods delivered by the Publisher to dissolve the remote purchase without stating the reason thereto. The Customer must invoke the dissolution by making a written notification to the Publisher, which the Publisher must have received with the period stated in the previous sentence.

A.4.3 The Customer must return the delivered items in the event stated in article A.4.2 in good packaging and with the original delivery document and must pay for the returning of the goods.

A.4.4 That stated in article A.4.2 does not apply if and insofar as the Agreement relates to:

- a. the delivery of Services;
- b. matters that have arisen pursuant to the specifications of the Customer;
- c. matters that clearly are of a personal nature;
- d. matters that cannot be returned in light of the nature;
- e. matters that quickly age;
- f. sealed Programming of which the Customer has broken the seal;
- g. newspapers and magazines, including newsletters and quick notifications.

A.5 Prices and fees

A.5.1 The supply of Products and Services will take place the moment the Agreement is concluded at the prices and fees applied by the Publisher.

A.5.2 Unless it has explicitly been agreed otherwise or is indicated in writing with the Customer all the prices and fees applied by the Publisher are excluding VAT and excluding any other government levies and excluding administrative, installation, assembly, transport or shipping costs. If the price is based on the expected quantity of the Content to be supplied then the price will be determined retroactively on the basis of the Content actually delivered.

A.5.3 The Publisher retains the right to change the prices and fees. Changed prices and fees apply - except if otherwise is agreed - from the moment they are introduced by the Publisher.

A.5.4 In the event of a price and/or fee increase within 3 months after concluding the Agreement, then the Publisher will inform the Customer thereof in advance insofar reasonably possible. If the Customer cannot reconcile with this price and/or fee increase, then the Customer is entitled to dissolve the Agreement by way of a written notification to the Publisher. If the Publisher has not received this notification within thirty days after the Customer has received the notification regarding the price and/or fee increase, at least after the Customer could reasonably have been informed of the price and/or fee increase, then the Customer is deemed to have agreed to the price and/or fee increase.

A.5.5 For forms and office supplies that stated in article A.5.2 applies, unless the net invoiced value is higher than the amount to be determined by the Publisher or otherwise has been agreed. A minimum order amount applies for orders made in writing and by phone, as determined by the Publishers. This minimum order amount does not apply to online orders.

A.6 Invoicing and payment

A.6.1 The Publisher invoices a Product upon or after the Shipping or upon making the Product available. The Publisher invoices the Services upon commencement of the Services, unless it has been explicitly agreed with Customer otherwise. In deviation of the foregoing the invoicing of Subscriptions takes place pursuant to section B of these general terms and conditions.

A.6.2 Payment by the Customer must be made within fourteen days of the date of invoice into a bank account as instructed by the Publisher, unless otherwise has explicitly been agreed in writing.

A.6.3 The payments made by the Customer are first used to pay all the payable interests and costs and then to pay the oldest payable and due invoices, even if the Customer states that the payment relates to a later invoice.

A.6.4 Without the explicit written permission of the Publisher, the Customer is neither permitted to suspend its payment obligations in respect of the Publisher nor to settle them with a claim of the Customer on the Publisher, regardless of the basis thereof.

A.6.5 The Publisher has the right to demand advance payment, cash payment or to demand surety for the payment of the Customer at any time.

A.6.6 The payment period within the meaning of article A.6.2 is a deadline. In the event of a late payment the Customer is in default without requiring a notice of default and the Publisher is authorised as of the payment deadline of the invoice to invoice the statutory interest.

A.6.7 If the Customer fails to pay or fails to pay on time, then the Customer must pay the Publisher extra judicial costs in addition to the interest referred to A.6.6, which will be calculated on the basis of the Recommendation II of the report Voorwerk II, notwithstanding **the right of the Publisher to recharge the costs actually incurred, including any legal costs to the Customer, if this would exceed the amount calculated on the basis of Recommendation II of the report Voorwerk II.**

A.6.8 In the event of a non-payment or late payment by the Customer, or the non-compliance or the incorrect compliance of any obligation to which the Customer is subject, then the Publisher is authorised to dissolve the Agreement extra judicially and to stop further deliveries or performance of activities and/or services, notwithstanding the right of the Publisher to demand compliance of payment of the damages from the Customer which were suffered as a result of the dissolution of the Agreement.

A.7 Delivery and delivery periods

A.7.1 The Publishers will start delivering the Products or Providing the Services as soon as possible after concluding the Agreement, if the Product is available and the commencement of the Services is possible.

A.7.2 All the delivery periods applied by the Publisher are indicative and therefore no deadlines.

A.7.3 The Publisher is authorised to suspend its obligations with regard to the Customer, for as long the Customer fails to comply with its (payment) obligations on the basis of any legal relations with the Publisher.

A.7.4 If an Electronic Product or Program is supplied by Shipping, the Customer is responsible for the installation and implementation thereof on the basis of the instructions made available in this respect. The Customer is responsible for the choice, the costs and the correct operation of all the equipment and electronic communication networks the Customer uses for the use of the Electronic Product or Program.

A.8 Force Majeure

A.8.1 A force majeure is any shortcoming in the performance of the Agreement that cannot be attributed to the Publisher or Customer as it is not the fault of the Publisher or the Customer, nor is due to the Publisher or Customer on the basis of the law, legal act or generally prevailing opinion.

A.8.2 In the event of a temporary force majeure of the Publisher, including a situation where a Product ordered by the Customer is not in stock, then the Publisher is authorised to extend the intended delivery time by the time during which the temporary force majeure continues.

A.8.3 In the event of a permanent force majeure, including a circumstance over which the Publisher or Customer has no power of control or could not reasonably have power of control and that causes the inability to delivery of Products or Services, including the situation that a Folio Product is sold out and is not reprinted, then the Publisher or the Customer is authorised to dissolve the Agreement extra judicially. In the event of a force majeure of the Publisher, the Customer cannot demand any payment of damages of the Publisher, notwithstanding that stated in article 6:78 Dutch Civil Code.

A.9 Complaints; returned items

A.9.1 Unless otherwise has been agreed, the Customer must inform the Publisher in writing of a complaints regarding Products and/or Services within ten working days after Shipping or commencement of the Online making available of the Products or the delivery of the Products, and provide a clear description of the complaints. If such a notification is not made, then any claim with regard to the Publisher with regard to the defects in the delivered Products and Services is cancelled.

A.9.2 If a complaint involves Products which have been delivered by Shipping in physical form, then the Customer is only authorised to return the Products to the Publisher if it was not ordered by the Customer or if the Customer has received the product with physical damage.

A.9.3 If the Customer returns a Product to the Publisher, then the Customer is obliged to return the original shipping document and/or original address label in sound packaging and the Customer must inform the reason for returning the item in writing. Upon receipt of the Product, the Publisher will deliver the Product ordered by the Customer or the undamaged Product if the Publisher deems the returning of the item justified.

A.9.4 In deviation of the foregoing forms and/or office applies of the Customer can only be returned to the Publisher after the customer services department of the Publisher has been informed of the nature and the reason for returning the items and the invoice send in respect of the items and the Publisher has then approved the intended returning of the items.

A.10 Retention of title and risk

A.10.1 The Publisher retains the right of all the (moveable) items delivered to the Customer, forming part of any Product, for as long as the Customer has not fully complied with its (payment) obligation(s) in respect of the Publisher on the basis of any Agreement, including any claims with regard to a shortcoming in the compliance of any Agreement.

A.10.2 The Customer must, upon first request of the Publisher, impose a right of pledge without ownership on all the articles referred to in A.10.1, insofar as the retention of title of the Publisher to these items would be dissolved at any time, or to provide any other surety for the Publisher.

A.10.2 The Products delivered or made available by the Publisher to the Customer are fully at its account and risk from the moment of the actual delivery or making available to the Customer.

A.11 Intellectual and industrial property rights

A.11.1 All the copyrights and any other rights of intellectual or industrial property and any similar rights, including neighbouring rights, databank rights and rights for the protection of know-how and confidential company information with regard to the Products and Services delivered by the Publisher to the Consumer are exclusively owned by the Publisher or the licensees of the Publisher. The Customer acknowledges these rights and will refrain from any type of direct or indirect violation of these rights subject to a penalty, payable in full, of EUR 2,500 for each violation and each week that the violation continues, notwithstanding the rights attributable to the Publisher in this respect, including the right to compliance and/or payment of damages or profit distribution.

A.11.2 The Customer is not permitted (and this applies, if necessary, in addition to the rights of the Publisher as stated in article A.11.1) to fully or partially multiply, make public, or change or include in any daily, news or weekly paper or magazine (digital or otherwise) or inclusion in a radio or television program any of the Content and/or Product and/or results of the Services delivered by the Publisher, without the written permission thereto of the Publisher to the Customer, unless otherwise is explicitly

stated in the Agreement. That stated in this article forms a condition within the meaning of article 15 subsection 1 Copyright Act.

A.11.3 No provision in the Agreement or any subsequent agreements concluded by the Publisher and the Customer will result in the full or partial transfer of the rights within article A.11.1 to the Customer, unless otherwise has explicitly been agreed in writing.

A.11.4 If the Customer notices that third parties are violating the rights referred to in A.11.1, then the Customer must immediately report this in writing to the Publisher. The Customer will not independently act or extrajudicially act against such violations without the written permission of the Publisher. If the Publisher following such a notification decides to act against such a violation, then the Customer will provide all the cooperation required by the Publisher at the Publisher's cost.

A.11.5 The Customer is not permitted to change or remove the relevant indications in documentation or data carriers made available by the Publisher with regard to the rights referred to in article A11.1 or reference of titles, brands or trade names of the Publisher or third parties.

A.12 Personal Data

A.12.1 The Customer is aware that the (personal) data of the Customer and the persons forming part of its organisation are used by the Publisher to inform the Customer via telecommunication or other means of communication on the Products and Services. The Customer is entitled to object to the further receipt of this information. The Publisher can also use the (personal) data in respect of the use that the Customer makes of the Products delivered by the making available Online to determine whether the Customer complies with its obligations under the Agreement.

A.12.2 The Publisher can impose guidelines to the Customer, if the delivery of Products or Services also includes the providing of personal data, in respect of the current personal data legislation. The Customer will always fully comply with these guidelines.

A.12.3 Unless the parties agree otherwise, the Customer is obliged to inform those whose personal data have been included in the addresses made available by the Publisher of the making available by the Publisher to the Customer of the relevant personal data and the purposes of the making available.

A.12.4 The Customer will also comply with all the obligations they are subject to in respect of privacy legislation.

A.12.5 The Customer indemnifies the Publisher against any claims of third parties in respect of the Publisher which are the result of the non-compliance or a partial non-compliance of the Customer of that stated in this article.

A.13 Liability of Publisher and indemnification

A.13.1 Although the content of the Content, Products and Services have been selected with the utmost care, the absence or errors or incomplete information therein or the forwarding thereof cannot be guaranteed. Publishers, authors, editors and other makers of the Products and persons who provide the Services will in no way be liable for such errors or incompleteness. The Publisher therefore only accepts legal obligations for payment of damages insofar as this is clear of article A.13.

A.13.2 The presence of a defect with regard to a Product or a Service never entitles the Customer to suspend or settle its payment obligations with regard to the Publisher.

A.13.3 The total liability of the Publisher due to an attributable shortcoming in the obligation to deliver any Product or any Service is limited to payment of direct damages up to no more than the amount equal to price paid for that Product or that Service by the Customer (excluding VAT). If the Agreement is (mainly) a duration agreement with a duration of more the one year, then the above mentioned amount is set at the total of payments (excluding VAT) paid during a period of one year preceding the shortcoming. In no event will the total liability of the Publisher amount to more than EUR 50,000 (fifty thousand euros).

Direct damage within the meaning of this article exclusively refers to:

- a. the reasonable costs incurred by the Customer in order for the performance of the Publisher to meet that stated in the Agreement;
- b. reasonable costs made to determine the cause and the scope of the damage, insofar as the determination relates to direct damage within the meaning of this article;
- c. reasonable costs incurred in order to prevent or limit damage, insofar as the Customer can prove that these costs have led to a limitation of direct damage within the meaning of this article.

A.13.4 In deviation of what is stated in article A.13.3 the following rule applies for the following Products:

- a. For Folio products the Publisher is only obliged to deliver the relevant Folio product again or to repay the Customer for the sum paid for this Folio product after having returned the Folio product to the Publisher, as the Publisher deems appropriate. The liability of the Publisher in respect of and in relation to the Folio products is limited to the compliance with this obligation;
- b. For Electronic products the Publisher is only obliged to deliver the relevant Product again or to repay the Customer for the sum paid for this Product after having returned the Product to the Publisher, as the Publisher deems appropriate up to that stated in article C.2 (service and help desk). The liability of the Publisher in respect of and in relation to the Electronic Products is limited to the compliance with this obligation;
- c. For Programs the Publisher is only liable to that stated in section G (Programs) in the event of a defect. The liability of the Publisher in respect of and in relation to the Programs is limited to the compliance with this obligation;
- d. For the maintenance Service of the Programs the Publisher is only liable to repayment to the Customer of the fee paid by him for the maintenance in the relevant contract year in the event of a failure in the service provision. The liability of the Publisher in respect of and in relation to the maintenance service of Programs is limited to the compliance with this obligation;
- e. For all the Products, the Publisher is only obliged, if it has been legally determined that a Product or the use thereof violates the intellectual property rights of a third party, as per the decision of the Publisher, to do its utmost to ensure that the delivery of an amended version of the Product, that the Customer experiences the least possible hindrance in its operational use of the Product or to repay the fee payable for this Product after returning the Product to the Publisher. The liability of the Publisher in respect of and in relation thereto is limited to the compliance with this obligation;

That stated in article A.13.3 only applies between parties if and insofar as a claim of the Publisher on the arrangement referred to in this article A.13.4 is not legally awarded.

A.13.5 The total liability of the Publisher for material damage of goods will in no event amount to more than the amount that is paid under the insurance of the Publisher plus any own risk of the Publisher per event.

A.13.6 Liability of the Publisher for indirect damage, including consequential damage, loss of profit, loss of savings, damage due to business interruption and any other damage other than those referred to in article A.13.3 and A.13.5 is excluded. The liability of the Publisher for indirect damage does exist in the event of intent or gross negligence of the Publisher or the third parties engaged by the Publisher.

A.13.7 The Publisher is also not liable for any damage suffered by a third party as a result of incorrect and/or inexpert use by the Customer or any third party of the Products or Services provided by the Publisher.

A.13.8 Except the cases stated in article A.13.3 through A.13.5 any liability of the Publisher is excluded, regardless of the grounds on which an action for the payment of damages is based. The maximum amounts stated in article A.13.3 and A.13.5 will, however, be cancelled if and insofar as the damage is the result of intent or gross negligence of the Publisher or the third parties engaged by her.

A.13.9 The Customer can only invoke the consequences of an attributable shortcoming by the Publisher in the compliance of the Agreement, after the Customer has adequately declared the Publisher in default and the Publisher remains to be in default after the lapse of the reasonable period stated therein. The notice of default must contain a description of the shortcoming that is as detailed as possible, in order to enable the Publisher to respond adequately.

A.13.10 A condition for the arising of any entitlement to payment of damages is always that the Customer reports the damage to the Publisher as soon as possible after the damage has arisen.

A.13.11 A series of related damage causing events will be regarded as one event for the application of this article.

A.13.12 The Customer indemnifies the Publisher against all claims of third parties with that delivered by the Publisher or the goods or Products made available or the activities and/or Services performed, unless it is legally determined that these claims are a direct consequence of gross negligence or intent of the Publisher and the Customer also shows that they are not to blame in any way for this event.

A.13.13 The publisher is in no event liable for payment of damages or the repair if the Customer cannot use a Product or can use it less and that the use takes place by way of equipment or programs of the Customer and/or any electronic means of communication, unless the Customer shows that this is not caused by the equipment, programs and electronic communications network used.

A.14 Termination of the Agreement

A.14.1 The Publisher is entitled to terminate the Agreement, effective immediately for the future by way of a written notification without a (further) prior notice of objection if:

- The Customer continues its failure to comply with the obligations despite and after a sound notice of default;
- The Customer has used a Product that has violated the applicable user rights or user limitations and/or any intellectual property right with regard to that Product;
- The Customer is granted (provisional or otherwise) suspension of payment or the Customer is declared bankrupt, the Customer files a request for debt reconstruction or the Customer is placed under curatorship or is subject to receivership;
- A retention is imposed in respect of the Customer's goods with regard to substantial debt and this retention is maintained for longer than two months.
- The Customer fully or partially stops its business operations or otherwise liquidates and/or changes its business operations without prior written permission of the Publisher or transfers it to a third party.

A.14.2 In the event of a termination of the Agreement, all the payments the Customer owes the Publishers become fully and immediately payable.

A.14.3 The Publisher is never liable to payment of damages or other payment to the Customer in respect of the above mentioned termination of the Agreement, notwithstanding the right of the Publisher to full payment of damages due the Customer's violation of its above mentioned obligations and notwithstanding any relevant rights held by the Publisher in this respect.

A.14.4 Termination of an agreement involving an Electronic Product or programs also includes the immediate termination of the user rights thereof.

A.14.5 In any event of termination or dissolution of an Agreement with regard to an Electronic Product, the Customer must return all the copies of the Electronic Product and any equipment and security equipment made available by the Publisher to the Customer it has in its possession within ten

working days after termination or dissolution of the Agreement and must effectively remove all the copies of the Electronic Product in computer systems of the Customer.

A.15 Applicable law and disputes

A.15.1 The Agreement is exclusively governed by Dutch law with the exclusion of the Vienna Convention on international sales agreement of movable objects of 11 April 1980 (Vienna Sales Convention).

A.15.2 Any dispute resulting from or in relation to the Agreement will exclusively be brought before the competent court in the place of residence of the Publisher, insofar as this imperative law provisions provide otherwise.

A.16 Various

A.16.1 All notifications in respect of the compliance with the Agreement and these general terms and conditions must be made in writing. In order for it to have effect, the notification must have received the recipient. The burden of proof lies on the party sending the notification.

A.16.2 All the costs incurred by the Publisher for the maintenance or exercising of rights in respect of the Customer on the basis of the Agreement and/or these general terms and conditions, judicially or otherwise, are payable by the Customer.

A.16.3 Changes and/or additions to/of the Agreement and these general terms and conditions only apply if and insofar as they have been documented in writing.

A.16.4 The Publisher is authorised to transfer its rights and/or obligations under the Agreement to subsidiaries and/or group companies within the meaning of article 24a and 24b Book 2 Dutch Civil Code or to its legal successors, by which assignment the Publisher will have been relieved from its obligations in respect of the Customer. The Customer must, upon first request of the Publisher, provide all the necessary cooperation in respect of the above mentioned transfer.

A.16.5 The Customer is not permitted without prior written permission of the Publisher to transfer its rights and/or obligations under an Agreement to third party or burden with it with a limited right for the benefit of third parties. The Publisher will not refrain from giving the abovementioned permission on unreasonable grounds.

B. SUBSCRIPTIONS

B.1 Duration and termination, student discount

B.1.1 A Subscription is entered into for a minimum period of one year. The commencement date is the start of the subscription period stated on the invoice in question. If the invoice does not state a subscription period, then the commencement date is the moment of first Shipping or the commencement date of the Online making available. Subscriptions are invoiced in advance for the full subscription period, unless otherwise has been explicitly agreed in writing.

B.1.2 The Instalments of the relevant calendar year that have already appeared before commencement of a Subscription to a Folio product are delivered upon request of the Customer if available and invoiced proportionate to the part of the calendar year already lapsed.

B.1.3 The Subscription is always automatically extended after the end of the subscription period by a period of twelve months unless the Customer has terminated the Subscription in writing at least three months before the end of the current subscription period. In deviation of the above, Subscriptions entered into by Customers, who are consumers, are always automatically extended by a period of three months unless that Customer has terminated the Subscription in writing at least one month before the end of the current subscription period.

B.1.4 A Subscription to a Folio Product that is issued as yearbook is entered into for the duration of at least two years, as of the commencement date as referred to in article B.1.1. Such a Subscription will be invoiced retroactively, unless otherwise has been agreed.

B.1.5 A Subscription to a Folio product that is issued as a loose publication commences on the commencement date referred to in article B.1.1. Invoicing of the Instalments will be done as soon as possible after Shipping.

B.1.6 A Subscription to which a student discount applies is entered into for the duration of at least two years, as of the commencement date referred to in article B.1.1. This Subscription is always automatically extended after the end of the subscription period by a period of three months unless the Customer has terminated the Subscription in writing at least one month before the end of the current subscription period.

B.1.7 A 'student' within the meaning of article B.1.6 is defined as someone who is substantively registered as such with a Dutch school for scientific education or higher vocational education. The Customer can prove this by sending a copy of his/her college card to the Publisher or by making his/her college card number available to the Publisher online.

C. ELECTRONIC PRODUCTS

C.1 User right Electronic Product

C.1.1 The Publisher grants the Customer a non-transferrable and non-exclusive user right for the Electronic Product. This user right only includes the authorities that have been explicitly awarded in these general terms and conditions; in addition the Customer is not permitted to fully or partially make public, copy or change the Electronic Product or the Content included therein in any way.

C.1.2 The user right for an Electronic Product only includes the following activities:

- if the Electronic Product for Shipping for delivered: the downloading of the Electronic Product in a computer (server) of the Customer for the purposes of making it available for use by Licensed Users;
- the imaging, viewing of the Electronic Product and allowing it to function by way of a computer or similar data processing equipment pursuant to the relevant user's manual, specifications and instructions of the Publisher;
- the saving or printing of non-substantial parts of Content of the Electronic Product;
- the taking over by way of quote (with due observance of article 15a of the Copyright) of Content of the Electronic Product in documents that are made, used or sent during the course of normal business operations of the Customer.

C.1.3 The user right of the Customer for the Electronic Product can only be exercised by Licensed Users. Licensed Users are exclusively defined as persons working in the organisation of the Customer and with regard to whom it has explicitly been stated in the Agreement or is a clear result from the Agreement that they are entitled to use the Electronic Product. If the Agreement makes no reference to whom the Licensed Users are, then the Electronic Product can only be used by one individual who is employed by the Customer and only on one computer.

If and as soon as the Electronic Product is used by more or other persons or on other equipment than that stated above, then the Customer must pay the fee the Publisher usually uses for multiple use, notwithstanding the Publisher's right to dissolve the Agreement and/or demand payment of damages. The user right is always granted subject to the condition of full and timely payment by the Customer.

C.1.4 The activities included in the user right can only be performed for the own business or professional activities of the Customer, but never in such a way that it could lead to any form of

exploitation, commercial or otherwise, of the Electronic Product or any part thereof by the Customer or a third party. The Customer is not permitted to give the Electronic Product or make it available to a third party for use, unless the Publisher has given its written permission thereto in advance.

C.1.5 If the Electronic Product has been made available to the Customer on one or multiple electronic data carriers, such as for example a CD-ROM or disk, then these data carriers remain the property of the Publisher at all times. No sale or transfer of ownership is transferred to the Customer in this respect, notwithstanding the obligations of the Customer with regard to those data carriers and the transfer of risk as determined elsewhere in these general terms and conditions.

C.1.6 The Customer must use the Electronic Product and any data carriers on which the Electronic Product is document with care and to manage it in accordance with the instructions provided by or on behalf of the Publisher.

C.2 Service and Help desk for Electronic Products

C.2.1 If the Electronic Product is made available Online, then the Publisher will do its utmost to ensure that the Customer has 24/7 access to the Product (with the exception of maintenance moments). If the Electronic Product does not operate in accordance with the specifications supplied by the Publisher, then the Customer can contact the help desk of the Publisher by email or by phone during normal working hours. The Publisher will do its utmost to answer the Customer's question in this respect.

With the exception of that stated above and that stated in article A.13.4 (Liability) the Customer is not entitled to any service, support or repair of defects with regard to the Electronic Product, unless other agreements have been made in the Agreement and the accompanying service level agreement.

C.2.2 The Customer will provide access to the Publisher and third parties appointed by the Publisher at all times to the areas (of the Customer) where the Electronic Product is located and where it is used, in order to determine whether the use is made within the boundaries of the applicable user right and the inspect the correct compliance of the Customer of the Agreement and these general terms and conditions.

C.3 Security measures network of Customer

C.3.1 If during the performance of the Agreement use is made of telecommunication facilities, including the internet, then the Customer is responsible for an adequate security and virus protection of its (computer) systems. The Publisher is never liable in this respect and the Customer indemnifies the Publisher fully against any claims in this respect, even if the Customer has adjusted the security and safety level based on the instructions of the Publisher.

D. SERVICES

D.1 Applicability

D.1.1 The provisions stated in this section D do not withstand the provisions regarding specific services as included in these general terms and conditions, such as the development and maintenance of Programs.

D.2 Performance

D.2.1 The Publisher will do its utmost to perform the Services with care, if applicable pursuant to the agreements and procedures documented with the Customer in writing.

D.2.2 If it has been agreed that the Services will be provided in phases, then the Publisher is authorised to postpone the commencement of the services that form part of the next phase until the Customer has approved the results of the foregoing phase in writing.

D.2.3 If the Agreement has been entered into with the view of having it performed by a certain person, then the Publisher is always authorised to replace this person by one or more persons with the same qualifications.

D.3 Changes and additional work

D.3.1 If the Publisher upon request or with prior permission thereto of the Customer has performed activities or other performance that fall outside the content or scope of the agreed Services, then these activities or performances will be paid by the Customer to the Publisher in accordance with the usual fees of the Publisher. However, the Publisher is not obliged to comply with such a request and can demand that a separate written agreement is concluded for in this respect.

D.3.2 The Customer accepts that the activities or performances within the meaning of article

D.3.1 could affect the agreed or expected completion time of the Services.

E. MAKING ADDRESSES AVAILABLE E.1 Personal data, right of access Publishers, deviations

E.1.1 Making addresses available is fully subject to what is stated in article A.12 (Personal data).

E.1.2 The Publisher retains the right to only perform the Agreement when the Customer has given the Publisher insight in the (nature and scope of the) purposes for which the Addresses will be used by the Customer.

E.1.3 If the number of addresses stated in a quote or price lists is amended or if deviations are determined with the quote during the performance of the Agreement, then the Publisher is authorised, also if an order confirmation has taken place, to invoice the changed or deviating quantity without prior notification or permission of the Customer for the fees applicable in this respect and obliges the Customer to the payment thereof.

E.2 Count; removing doubles; returned items

E.2.1 If, upon request of the Customer, the Publisher counts the number of Addresses within a single selection without an Agreement being concluded, then the Publisher will invoice the counting costs pursuant to the fees applicable.

E.2.2 If the Publisher sends a deduplication report, then the Publisher is authorised to calculate the number of supplied Addresses on net basis with a minimum of 80% of the originally quoted amount.

E.2.3 Although the Publisher does maintain and process the changes in the address lists to the extent possible, returned mail cannot be avoided. The Publisher is not liable for this.

E.3 Cancellation

E.3.1 If the Agreement is cancelled within seven days before the date of delivery of the Addresses agreed with the Customer, regardless of the reason, then the Publisher will invoice the Customer the costs already incurred (including costs for the engaging of third parties) as well as a cancellation fee equal to 30% of the original invoice amount.

E.3.2 if the Customer has agreed a quantum discount (in relation to other agreements agreed with the Publisher, or otherwise) has been agreed with regard to the fees usually applied by the Publisher and the Customer fully or partially cancels the Agreement, then the Publisher is authorised to invoice the Customer the discount amount (also with regard to the Agreements already performed) in addition to the cancellation fee referred to in article E.3.1.

E.4 Liability; use of Addresses

E.4.1 The performance of the Publisher is completed by the issue or sending of the Addresses.

E.4.2 The Publisher is in no way liable for the use (by Customers or third parties) of the Addresses.

E.4.3 The Customer guarantees that the content of the material that is sent to the Addresses does not violate any legal provision and fully indemnifies the Publisher in this respect against all claims. The Publisher is authorised to dissolve the Agreement if there is the suspicion that the Customer will not comply with the previous sentence, in which case the Customer will not hold any right to compensation in respect of the Publisher, notwithstanding the Publisher's legal rights to payment of damages.

E.4.4 Addresses made available can only be used by the Customer and only for the purposes agreed with the Publisher and cannot be made available or viewed to third parties including companies or business affiliated with the Customer without prior written permission thereto of the Publisher. Unless otherwise is agreed in writing, the Customer is only permitted to use the Addresses once.

E.4.5 If the Customer concludes the Agreement for a client of the Customer, then the Customer commits to imposing that stated in article E.4.4 on its client and the Customer is responsible in respect of the Publisher for the compliance of its client of that stated in article E.4.4.

E.4.6 In the event of a violation of that stated in article E.4.4 and/or E.4.5 the Customer must pay the Publisher a penalty equal to the tenfold of the invoiced amount, notwithstanding the other rights held by the Publisher, including those of compliance and full payment of damages. In verification of that stated in article E.4.4 or E.4.5 the Publisher can include verification addresses in the Addresses, in the understanding that the number of verification addresses will not exceed more than 0.1% of the total number of Addresses made available in one collection.

F. EDUCATION, COURSES AND TRAINING F.1 Application

F.1.1 The Publisher retains the right to refuse an application for an Education within the meaning of article A.3.2, without stating the reason.

F.1.2 The Publisher retains the right to cancel in the event of insufficient applicants for an Education or to merge different educational groups. The Publisher will in that case inform the Customer thereof in time.

F.2 Fees and payment

F.2.1 Unless it has been explicitly agreed otherwise, the fees used by the Publisher for an Education exclude VAT and include the administration costs. The registration fee payable by the Customer to the Publisher must be paid in advance and must have been received in the bank account as instructed by the Publisher on the invoice before commencement of the Education. The invoice stating the registration fee is sent to the Customer is sent immediately after registration. Payment by the Customer must be made within fourteen days of the date of invoice into a bank account as instructed by the Publisher, unless otherwise has explicitly been agreed in writing.

F.3 Cancellation

F.3.1 A cancellation of the Customer of his participation in an Education is only legally valid if this is done in writing. If the cancellation is done in writing by post, then the date of the post stamp is regarded as the moment of cancellation. If the cancellation is done by fax or electronically, then the time the fax or electronic message has been received by the Publisher is regarded as the moment of cancellation.

F.3.2 Unless otherwise is explicitly agreed in writing, the Customer can cancel the Education at no cost up to four weeks of the commencement date of the Education. In the event of a cancellation four to two weeks before commencement of an Education then the Customer must pay 25% of the registration fee (including, if applicable, the catering arrangement). In the event of a cancellation within two weeks before commencement of an Education, the Customer must pay the full registration fee (including, if applicable, the catering arrangement). If the Customer did not register for the full Education, but for a separate part thereof, then the commencement of the Education must be regarded as the commencement of the relevant part of the Education.

F.3.3 In the event the Participant is unable to take part without having cancelled in time, then the Customer must pay the full registration fee to the Publisher.

F.3.4 If a Participant is unable to attend an Education, then the Customer is authorised to have someone else take part in the Education.

F.3.5 In the event that a Participant or his replacement did not attend an education meeting, then the Publisher will send any lesson material made available to the Participants to the Participant, in return of a fee for the costs incurred in this respect by the Publisher.

F.4 Content Education

F.4.1 The program of an Education is detailed in the most recent brochure or other information material of the Publisher regarding the Education in question. The Publisher retains the right to make changes to the Education program. The Publisher will inform the Customer thereof in time.

F.4.2 All the information and (work) material acquired by the Customer from or on behalf of the Publisher in respect of an Education is exclusively intended for own use of the Customer/Participant or its organisation.

F.4.3 The publisher retains the right to change the time, location and city of the Education meetings. The Publisher will inform the Customer thereof in time. The Publisher also retains the right to replace announced teachers.

F.4.4 The Publisher will ensure an adequate and sound quality of the Education. Any complaints regarding the (quality of) the Education must be notified in writing to Vakmedianet Logistiek & Mobiliteit B.V., Education department, Prinses Margrietlaan 3, 2404 HA Alphen aan den Rijn.

F.4.2 The Customer is not permitted to develop the lesson materials provided or provide a similar education independently or in collaboration with third parties on the basis of the Education and lesson plans provided by the Publisher without the explicit written permission of the Publisher.

F.5 Exams

F.5.1 All the exams arranged by or on behalf of the Publisher are subject to exam regulations which the Publisher will be made available to the Participants of the Education.

F.5.2 If the exams are organised by third parties, the Publisher will do its utmost to inform the Participants of the relevant exam requirements in time.

F.5.3 Participants of a Trading and/or Exam must provide ID upon request of a teacher or an employee of the Publisher pursuant to the requirements of the Compulsory Identification Act.

G. PROGRAMS G.1 User right Programs

G.1.1 The Publisher grants the Customer a non-transferrable and non-exclusive user right for the Programs. This user right only includes the authorities explicitly awarded in these general terms and conditions; other than that the Customer is not permitted to make public, multiply or change the Program, partially or fully, in any way.

G.1.2 The user right for a Program only includes the following activities:

- if the Program is delivered by way of Shipping: the downloading of the Program in a computer (server) of the Customer for the purposes of making it available for use by Licensed Users;
- the imaging, viewing of the Program and allowing it to function by way of a computer or similar data processing equipment pursuant to the relevant written specifications and instructions of the Publisher.

G.1.3 The user right of the Customer of the Program can only be exercised by Licensed Users and the equipment and/or infrastructure determined in the Agreement. Licensed Users are exclusively defined as persons working in the organisation of the Customer and with regard to whom it has explicitly been stated in the Agreement or is a clear result from the Agreement that they are entitled to use the Program. If it is not determined in the Agreement who the Licensed Users are, then the Program can only be used by one individual who is employed by the Customer and only on one computer.

If and as soon as the Program is used by more or other persons or on more or other equipment and/or infrastructure than that stated above, then the Customer must pay the fee the Publisher usually uses for multiple use, notwithstanding the Publisher's right to dissolve the Agreement and/or demand payment of damages. The user right is always granted subject to the condition of full and timely payment by the Customer of the price applicable to the Program.

G.1.4 Notwithstanding that stated in article G.1.2, the Customer is not permitted to fully or partially integrate or merge the Program with programs of third parties or that of the Customer, unless the Customer has obtained the explicit written permission thereto from the Publisher.

G.1.5 The Customer is not permitted to make a spare copy of the Program, unless making a spare copy is necessary in order to guarantee the continuity of the permitted use in the event of a calamity. In that case the Customer is authorised to make no more than one spare copy and is obliged to keep this spare copy in such a space and to maintain strict security measures to such an extent that third parties cannot avail themselves of it in any way.

G.1.6 The Customer is not permitted to subject the Program to de-compilation, reverse engineering or any other form of translation or processing of the program code, unless (and explicitly insofar) as the intended activities are fully covered by that stated in article 45 m of the Copyright Act 1912, and only on the condition that the Customer has informed the Publisher of its intention to perform such activities in writing beforehand and has requested the making available of the necessary information and the Publisher has not made the information available for the Customer within thirty days upon receipt of that request subject to reasonable terms.

G.1.7 The Customer will not change the Program and will not use it for data processing for third parties.

G.2 Programs of third parties

G.2.1 If and insofar as the Publisher makes Programs available to the Customer which has been developed by third parties, whether or not as part of or integrated in a Product, then the terms and conditions of that third party can apply to that Program in addition to that stated in these terms and conditions, however in the understanding that the applicability of third parties never violate the Publisher's rights pursuant to these general terms and conditions or could result in more significant obligations than those resulting from these terms and conditions. These terms and conditions are

available for the Customer at the Publisher's office and the Publisher will also send these to the Customer upon request and free of charge.

G.3 Development of tailor-made Programs

G.3.1 The Publisher and the Customer will specify in writing which Program will be developed and how this will be done. The Publisher will perform the development with care on the basis of the information made available by the Customer; the Customer guarantees the correctness, completeness and consistency of the information made available.

G.3.2 Notwithstanding that stated in article G.1 (Right of Use) the Customer is given the right to use the Program in his company or organisation. If and insofar as this has been explicitly agreed in writing, the source code of the Program and the technical documentation resulting from the development of the Program will be made available to the Customer and the Customer is entitled to make changes to this Program.

G.3.3 The Customer will always provide the Publisher all the useful and necessary data or information required for the correct performance of the Agreement and provide all possible cooperation. If the Customer fails to comply with this duty, the Publisher has the right to suspend the performance of the Agreement and has the right to invoice the subsequent costs to the Customer.

G.3.4 The Customer must keep confidential all the information it receives as part of the Agreement and that is of a confidential nature, including information on the operation of the Program made available by the Publisher and the ideas and theories on which this is based. The Customer will impose a similar obligation on its employees. This obligation applies both for the duration of the Agreement and during five years after termination of the Agreement.

G.4 Delivery, installation and acceptance

G.4.1 Explicitly insofar it has been specifically agreed in writing that the Publisher will take care of the installation for the Customer, the Publisher will activate and install the Program pursuant to the specifications documented in writing. In the absence of explicit agreements in this respect the Customer will install, set up, parameterise the program and if necessary adjust the equipment and user environment used. Unless otherwise has been explicitly agreed the Publisher is not compelled to perform a data conversion.

If the Agreement states that the Program will be subjected to an acceptance test that is laid down in articles G.4.2 through G.4.8 applies. If the parties have not agreed an acceptance test, the Customer accepts the Program in the condition it is in at the moment of delivery, therefore including all the visible and hidden errors and other defects, notwithstanding that stated in article G.5 (Guarantee).

G.4.2 If an acceptance has been agreed in writing, the test period amounts to fourteen days after delivery, or, if it has been agreed in writing that the Publisher performs the installation, upon completion of the installation. During the test period the Customer is not permitted to use the Program for productive or operational purposes. The Publisher can always demand, therefore also if this has not been explicitly agreed, that the Customer performs a sound test of sufficient scope and depth with sufficiently qualified staff on the (intermediary) results of the development activities and that the test results are clearly and understandably reported to the Publisher in writing.

G.4.3 The program will be regarded as accepted between the Publisher and the Customer:

- a. if the Publisher and Customer have not agreed an acceptance test: upon delivery or, if it has been agreed in writing that the Publisher will perform the installation, upon completion of the installation, or
- b. if the Publisher and Customer have agreed an acceptance test in writing: on the first day following the test period, or
- c. if the Publisher receives a test report as referred to in article G.4.5 before the end of the test period: the moment that the errors listed in the test report have been resolved, notwithstanding the presence of discrepancies that do not stand in the way of acceptance pursuant to article G.4.6.

In deviation of the foregoing the Program will be regarded as fully accepted if the Customer uses this before the moment of acceptance for productive or operational purposes, from the moment that use commences.

G.4.4 If, after completing the agreed acceptance test, it becomes apparent that the Errors in the Program obstruct the progress of the acceptance test, then the Customer will inform the Publisher thereof in detail and in writing, in which case the test period will be stopped until the Program has been adjusted to such an extent that this obstruction has been lifted.

For the application of section G of these general terms and conditions an 'Error' is defined as: the material non-compliance of the Program to the functional specifications provided by the Publisher in writing and/or the explicitly agreed functional specifications. An Error is only regarded as such if it can be shown and can be reproduced.

G.4.5 If, upon introducing the agreed acceptance test, it becomes apparent that the Program contains Errors within the meaning of article G.4.4, then the Customer will inform the Publisher thereof on the last day of the test period by way of a written and detailed test report. The Publisher will to the best of its ability repair the notified Errors within a reasonable period, whereby the Publisher is authorised to apply temporary solutions or program patches or problem avoiding restrictions in the Program.

G.4.6 Acceptance of the Program cannot be withheld on other grounds other than when the Program contains one or more Errors. Minor Errors, i.e. Errors that do not reasonably hinder the operational and productive use of the Program, do not form any grounds to justify the withholding of the acceptance, notwithstanding any obligations of the Publisher on the basis of article G.5 (Guarantee) or article G.8 (Maintenance, if applicable). Acceptance can also not be withheld with regard to aspects of the Program that can only be subjectively assessed, such as the design of the user interfaces.

G.4.7 If the Program is delivered and tested in phases or in parts, the non-acceptance of a completed phase or part does not withstand an acceptance of an earlier phase or another part.

G.4.8 Acceptance of the Program in another way than those referred to in article G.4.3 result in the Publisher being fully released from its compliance of its obligations with regard to the development and/or making available of the Program and, if the parties also agreed that the installation will be performed by the Publisher, its obligations with regard to the installation of the Program.

G.5 Guarantee

G.5.1 During a period of three months after Shipping the Program or making it available Online to the Customer or, if the parties have agreed to an acceptance test, three months after acceptance, the Publisher will do its utmost to repair any Errors in the Program within the meaning of article G.4.4 if these have been reported in detail and in writing to the Publisher within that period. The Publisher does not guarantee that the Program will work without interruptions or errors or that all Errors will be resolved. This arrangement also applies for New Versions, in the understanding that each obligation with regard to an earlier version of the Program lapses one month after the New Version has been made available and this arrangement only applies to the New version insofar as it concerns the Errors that were not already present in an earlier version of the Program. The activities of Vakmedianet Logistiek & Mobiliteit resulting from this article will be performed free of charge, unless the Program has been developed on assignment of the Customer other than for a fixed price, in which case the Publisher will invoice its usual fee and costs of repair. The Publisher can invoice its

usual fees and costs of repair if this involves a user error or inexpert use by the Customer or other causes not attributable to the Publisher or if the Errors could have been determined upon the agreed acceptance test. Repair or damaged or lost data is not included in this arrangement. This arrangement

does not apply if the Customer makes changes in the Program or has them made on its behalf without the written permission thereto of the Publisher.

G.5.2 The Errors will be repaired in a location to be determined by the Publisher. The Publisher is entitled to implement temporary solutions or program diversions or problem avoiding limitations in the Program.

G.5.3 After the period stated in article G.5.1 has ended the Publisher is no longer obliged to repair any Errors unless the parties have agreed a maintenance agreement that includes repair.

G.6 Duration

G.6.1 If the parties have not agreed a period for the duration of the user right in the Agreement, the user right is granted for a duration of one year. After the end of this period, the Agreement is always automatically extended by a period of one year, unless it is terminated with due observance of a notice period of three (3) months.

G.7 Liability

G.7.1 The following applies with regard to the liability of the Publisher for defects in the Program or the operation thereof, in addition to what is stated in article A.13.4 (Liability).

G.7.2 In the event of an Error in the Program within the meaning of article G.4.4 the Customer is entitled to that stated in article G.5 (Guarantee) insofar as the conditions stated in article G.5.1 have been complied with and the conditions of article G.8.1 with regard to that stated in article G.8 (Maintenance) have been complied with.

G.7.3 If a claim of the Customer within the meaning of G.7.2 does not lead to the repair of the Error, the Publisher is authorised and only responsible for, at the Publisher's discretion, to replace the Program at no cost or repair the Error in a future New Version or to have the Publisher take back the Program in return for restitution to the Customer of the fees paid for the making available of a faulty Program.

G.7.4 Activities for research and/or recovery of Errors that

- have been caused by inexpert use of the Program or use that is not compliant to the relevant documentation, or
- have been caused by the non-compliance of the instructions made available by or on behalf of the Publisher to the Customer for the installation, implementation and/or use of the Program, or
- have been caused by the use of the program or the combined use with equipment and/or programs of other products that are not compliant to the indicated (technical) specifications as made available by the Publisher or on behalf of the Publisher to the Customer (whether or not in the documentation) or
- exist in the damage or loss of data or
- have been caused by the faulty functioning of equipment on which or in which the Program is used (unless this is supplied by the Publisher and is guaranteed) or
- have been caused by the faulty functioning of the power supply, telecommunications or network facilities or
- have been caused by other causes that cannot be attributed to the Publisher, are not included in that to which the Customer is entitled pursuant to article G.7.2 and will, if they have been performed by or on behalf of the Publisher upon request of the Customer, be paid by the Customer to the Publisher on the basis of the applicable normal fees of the Publisher.

G.7.5 With the exception of that stated in article G.7.2 through G.7.4 and article A.13.4 (Liability), the Customer is not entitled in respect of the Publisher to make a claim in respect of errors or defects of

any nature in or with regard to the Program or its operation, regardless of what it is called. Any liability of the Publisher for the payment of damages, both direct and indirect damage, including immaterial damage, operational or stagnation damage or any other damage resulting from the Agreement or linked to the Program and/or the use thereof by the Customer, is excluded, except insofar as this damage is due to the intent and gross negligence of the Publisher, with the exclusion of intent and gross negligence of third parties engaged by the Publisher with permission of the Customer. The Customer indemnifies the Publisher fully with regard to claims of third parties with regard to the above mentioned damage(s).

G.8 Maintenance

G.8.1 If the Agreement shows that the Customer is entitled to the maintenance of the Program, the Customer will report the determined Errors in the Program in detail to the Publisher pursuant to the usual procedures of the Publisher.

The Publisher is entitled to implement temporary solutions or program diversions or problem avoiding limitations in the Program.

G.8.2 Insofar as nothing else has been determined in the maintenance agreement concluded for the Program, the Publisher is only obliged in respect of the maintenance to make an effort to repair any Errors in the Program within the meaning of article G.4.4 if these have been reported in writing, on time and in detail to the Publisher.

The Publisher does not guarantee that the Program will work without interruptions or defects or that all Errors will be resolved.

If the Publisher is in default of its maintenance obligations, then the Publisher is authorised and only obliged to repay the Customer the fee paid by the Customer for the maintenance in the relevant contract year.

G.8.3 The Publisher can invoice its usual fees and costs of repair if this involves a user error or inexpert use or other causes not attributable to the Publisher or if the Program has been changed by others than the Publisher. Repair of damaged or lost data is not included in the maintenance.

G.8.4 If a maintenance agreement has been concluded, the Publisher will make any improved versions of the Program available to the Customer upon their release. After one month after the making available of the improved version the Publisher is no longer obliged to repair any Errors in the old version or to provide support with regard to the old version. The Publisher can demand that the Customer enter into a new Agreement with the Publisher for the making available of a new version with new options and functions and that a new fee is paid for the making available thereof.

G.8.5 If the Customer has not entered into a maintenance agreement with the Publisher at the same time as entering into the Agreement for making the Program available, then it cannot be demanded from the Publisher to enter into a maintenance agreement with the Customer at a later time.

G.9 Applicability provisions section C

G.9.1 The sections C.1.4, C.1.5 and C.1.6 (User right), C.2 (Service) and C.3 (Network security) are applicable in full to Programs, in the understanding that 'Electronic Product' must be regarded as 'Programs'.

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