

General Terms for the E-invoicing Platform and Platform E-factureren

1. Applicability

- 1.1.1. In these general terms the term “Platform” will be defined as the E-invoicing Platform/Platform E-factureren and all (legal) persons and partnerships to whom PLATFORM has granted the right to use these general terms and as
- 1.1.2. “Participant” will be defined the (legal) persons and partnerships to whom an offer is directed and/or with whom an agreement is formed.
- 1.2. These general terms are applicable to all offers from and agreements with PLATFORM. Only deviations from these terms that have been accepted in writing by PLATFORM are valid. General terms as uses by Participant are not applicable to offers from and agreements with PLATFORM.
- 1.3. The nullity of nullification of one ore more paragraphs of these general terms do not diminish applicability of any of the other paragraphs. PLATFORM and Participant will enter into negotiations to replace the nullified paragraphs by paragraphs that connect as much as possible to the purpose and meaning of the nullified paragraphs.
- 1.4. Upon delivery of items, data and/or property rights stemming from other suppliers the general terms of this supplier apply, unless PLATFORM and Participant have explicitly agreed otherwise in writing.

2. Offer and Agreement

- 2.1. An offer from PLATFORM is without engagement and can be withdrawn, recalled or changed by PLATFORM within five working days after PLATFORM has knowledge of acceptance of said offer. Any faults or omissions occurring in an offer, in advice given by PLATFORM, and in general information not specifically directed at Participant, can not bind PLATFORM in any way.
- 2.2. An offer sent by PLATFORM is valid during 30 calenderdays after dating of said offer by PLATFORM, unless the offer itself makes mention of a different time of validity of the validity before expirations has been prolonged by PLATFORM in writing.
- 2.3. When PLATFORM has made an offer, an agreement between PLATFORM and Participant will occur through unconditional acceptance by Participant of the offer by PLATFORM of by executions of an offer from Participant by PLATFORM. Only the offer from PLATFORM, respectively the invoice by PLATFORM for execution of the order correctly displays the contents of the agreement.
- 2.4. If PLATFORM has not made an offer an agreement will only occur through acceptance in writing of the order from Participant by PLATFORM. Only acceptance in writing of the order by PLATFORM, respectively the invoice by PLATFORM for execution of the order is considered to correctly display the content of the agreement, unless upfront and in writing different arrangement have been explicitly agreed to.
- 2.5. Changes and/or additions to the agreement are only valid after these changes and/or PLATFORM and Participant have accepted additions in writing.
- 2.6. PLATFORM is entitled to have the agreement executed by a third party.
- 2.7. PLATFORM is entitled to fully or partly end the agreement immediately and/or to postpone execution of the obligations stemming from the agreement forthwith if:
 - 2.7.1. Participant has been accountably imputable in honouring one or more of the obligations stemming from the agreement and as such is in default.
 - 2.7.2. A request to granting –conditional- moratorium for Participant has been filed.
 - 2.7.3. A request to declare bankruptcy of Participant has been filed.
 - 2.7.4. A writ of fieri facias has been made against Participant under PLATFORM.
 - 2.7.5. A decision pertaining to disolvement and/or liquidation of Participant has been made.
 - 2.7.6. One or more stocks/shares of Participant have been transfer at the occurrence of the agreement, resulting in a change in control.

- 2.7.7. The company exploited by Participant has been transferred in part or in whole to one or more others.
- 2.8. Participant is obligated to notify PLATFORM immediately of any of the occurrences as stated in paragraph 2.7.
- 2.9. PLATFORM can never be liable to pay any damages to Participant as a result of the ending of the agreement and the postponement of the obligations stemming from the agreement for any of the reasons mentioned in paragraph 2.7.
- 2.10. If the agreement has been dissolved, any services performed and connecting payment obligations already received by Participant as part of execution of the agreement do not fall under the dissolution obligation, unless PLATFORM is in default regarding the performance of these services.
- 2.11. After dissolution of the agreement Participant immediately is owing: any amounts billed by PLATFORM in connection to or already performed services at the dissolution of the agreement.

3. **Delivery and purchase**

- 3.1. The delivery of items and/or the rendering of services by PLATFORM will occur on the place of business of PLATFORM and will only occur on a different location if this has been agreed to in writing. PLATFORM has the right to honour her obligations stemming from the agreement in separate parts.
- 3.2. The time for delivery as stipulated in the contract are set to the best of knowledge based on data known to PLATFORM at the forming of the agreement, is not an integral part of the agreement and will be honoured by PLATFORM as much as is possible. Merely by exceeding a delivery time PLATFORM is not in default and Participant can not merely based upon this exceedance partly or completely dissolve the agreement. Terms for delivery do not apply to any circumstance occurring outside of the realm of influence of PLATFORM. For Participant an obligation of payment occurs on the day, which follows the day, that PLATFORM has honoured its delivery obligations.
- 3.3. Participant is obligated to buy the delivered items and/or services from PLATFORM. If no instalments have been agreed to Participant is obligated to buy these delivered items and/or services a first request from PLATFORM. If Participant does not honour this obligation as mentioned in this paragraph, they will immediately be in default.
- 3.4. Despite that which has been mentioned in paragraph 7 items/services delivered by or for PLATFORM are at the risk of Participant from the moment that delivery and/or rendering of service, respectively at the moment Participant is in default to buy the delivered items and/or services.
- 3.5. Items delivered by PLATFORM and/or services rendered by PLATFORM to Participant are supposed to comply with the agreement if Participant or an assistant from Participant keeps them in use entirely or partly, without any protest or remarks after seven calendar days.
- 3.6. PLATFORM is obligated to render the agreed (added) services to the best of its ability and care, complying with the accepted (in writing) agreements and procedures.
- 3.7. If it has been agreed that the services will take place in instalments, PLATFORM is entitled to postpone the implementation of the next instalment until Participant has approved in writing the results of the previous instalments.
- 3.8. PLATFORM is only obligated to follow instructions of Participant at the execution of the agreed services if PLATFORM has explicitly accepted this obligation and the instructions of Participant are responsible. PLATFORM is in no way obligated to follow any instructions which influence the content of the services agreed to. Participant owes PLATFORM suitable compensation for any influence their instructions may have on the content and/or size of the services agreed to. This adds compensation, which is set by PLATFORM based on her tariffs.

4. Duration and execution of work

- 4.1. The duration of the contract is 12 months. After that the contract is subsequently extended with another 12 months, unless the Participant cancels the contract at least a month before the contract term ends.
- 4.2. PLATFORM determines the way in which in her opinion the agreement must be executed.
- 4.3. If a change in circumstances and/or facts occurs that is of interest to the execution of the order by PLATFORM, Participant is obligated to inform PLATFORM forthwith.
- 4.4. PLATFORM is entitled to have the work performed by a third party.
- 4.5. Participant is obligated to supply PLATFORM timely and in the appropriate format with all data and/or information that PLATFORM in the judgment of Participant may need for proper execution of the order (given by Participant and accepted by PLATFORM).
- 4.6. Participant is obligated to make copies of the data and/or information she supplies to PLATFORM.
- 4.7. If it has been agreed upon that Participant shall provide PLATFORM with equipment and/or materials, these will follow the specifications that PLATFORM has given Participant.
- 4.8. At the request of PLATFORM Participant, for the duration of the agreement will provide PLATFORM with a workspace of its own, at no additional costs and equipped with adequate (communication) facilities.
- 4.9. If the execution of the agreement is bound upon a certain term, PLATFORM will endeavour to execute the agreement within the agreed upon timeframe. The agreed upon timeframe however is not a fatal term. Participant cannot, if PLATFORM exceeds this timeframe not hold PLATFORM liable for exceeding this timeframe by cancelling the agreement and/or demanding damages and/or postponing any financial obligation stemming from the agreement. If the term or date has been exceeded, PLATFORM is entitled to single-handedly determine a new term or date.

5. Price and payment

- 5.1. Any prices mentioned by PLATFORM do not include VAT and other taxes implemented by the government. Any prices that have not been made known to Participant in an offer made exclusively to Participant do not bind PLATFORM in any way. Others can derive no rights from prices in an offer directed at Participant.
- 5.2. PLATFORM has the right to adjust any agreed to prices and tariffs – effective immediately – according to the average CBS price index number, as a result of government induced taxes and levies, as a result of a change and/or extension of her services as well as if PLATFORM deems this necessary. An adjustment of the agreed prices and tariffs does not compromise the contents and consequences of the agreement in the sense that Participant does at that moment have the right to cancel the agreement from the moment of the adjustment.
- 5.3. The cost of execution of any changes to the offer by PLATFORM at the request of Participant after acceptance of these by PLATFORM, are to be paid by Participant. If during the execution of the agreement any unforeseen circumstances occur, any additional costs stemming from these circumstances are to be paid by Participant.
- 5.4. Invoices – pro forma invoices among them - must be paid in EURO, in accordance with the conditions of payment as mentioned on the invoice by PLATFORM. If no term of payment has been mentioned on the invoice the invoice is to be paid within ten days after PLATFORM has sent it.
- 5.5. If Participant has not paid the compensation owed within the term of payment, Participant immediately is in default and owes the legal interest of the unpaid compensation. If Participant does not pay the compensation owed after the first reminder of payment due, Participant also owes any costs to be made by PLATFORM for legal aid in and out of court – non-liquidated trial costs among them -. The costs of legal aid outside of court come to 15% of the sum total with a minimum of EURO 500,00 not including VAT.
- 5.6. If Participant wishes to end the agreement before PLATFORM has started execution of the agreement, the rule applies that, if a cancellation takes place more than two months before the start

of the execution, Participant is charged for 25% of the total sum mentioned in the agreement. If a cancellation takes place only one month before execution, 50% of the total sum mentioned in the agreement will be charged to Participant. If a cancellation takes place before start of the execution, the total sum as mentioned will be charged in full to Participant.

- 5.7. Any payment made by Participant will – despite any other mentioning by Participant – first be used by PLATFORM to pay off financial demands not stemming from the agreement and of financial demands stemming from the failing of Participant in the execution of any obligation stemming from the agreement.
- 5.8. Participant is not entitled to postpone their obligation of payment towards PLATFORM and/or credit any amount with financial obligations of PLATFORM towards Participant. Participant is not entitled to partially or completely dissolve the agreement if Participant is in default.
- 5.9. If Participant does not honour their payment obligations completely or within the agreed instalments, PLATFORM has the right to – partly – postpone and/or cancel her obligations towards Participant.
- 5.10. Participant is obligated to insure and keep insured any financial obligations stemming from the agreement at first request by PLATFORM. If despite this, Participant does not sufficiently insure honouring the financial obligation to PLATFORM, PLATFORM has the right to – partly – postpone or cancel her obligations towards Participant.

6. Changes and added work

- 6.1. PLATFORM is entitled to perform more -by nature and/or amount- services than is mentioned in the agreement and charge these services to Participant if these services are rendered in the interest of Participant and/or are necessary for the correct implementation of the order as provided in writing by Participant. Participant will be informed as soon as possible of these extra services if these lead to an increase of 10% or more of the agreed upon price.
- 6.2. If PLATFORM at the request of or with prior consent from Participant has performed services outside of the content and/or reach of the agreement, Participant owes PLATFORM an added compensation, to be determined by PLATFORM based on her tariffs. PLATFORM is not obligated to perform services outside of the services agreed to and can require an additional and separate agreement for performance of these services.
- 6.3. Participant accepts that by performing services outside of the content and/or reach of the agreement in the sense of article 6.1 and article 6.2, the completion of the services agreed to earlier as well as mutual responsibilities may be effected.

7. Rights of intellectual property

- 7.1. All rights of intellectual property regarding through and/or by the agreement instated and/or used by Participant product by PLATFORM – such as but not limited to computer programming, texts, drawings, analyses, rapports, methods, technology, databanks and communication – are owned solely by PLATFORM and/or her licensors. Participant will not make public, multiply and/or change any product as mentioned in this article 8.1 and will not behave as the legal owner and/or maker of this product. Participant will not remove or change any notifications concerning the rights of intellectual property of/from the products and programming mentioned in this article 8.1.
- 7.2. Any rights granted by PLATFORM to Participant for the products mentioned in article 8.1 contain solely the non exclusive rights as mentioned in the agreement, which right will be null and void immediately if these products are not used in accordance with the rights of PLATFORM, its licensors, the agreement, these general terms and/or the applicable law. Participant receives no rights of intellectual property through the agreement. Any rights granted by PLATFORM are not suitable for transference or mortgaging.
- 7.3. Participant will safeguard PLATFORM from claim(s) by third parties based on the notion that PLATFORM through its use of products supplied by or demanded by Participant violates any rights of

intellectual property of third parties. Participant will honour all obligations stemming from this claim toward PLATFORM as if these obligations are her own and compensate PLATFORM for any damage stemming from these obligations.

- 7.4. Any goods, data and rights of property and attached products delivered and/or developed by PLATFORM through and/or resulting from the agreement, are considered to contain solely confidential information from PLATFORM and/or her licensors, with regard to which article 10.1 (first sentence) applies. Participant will not remove or change any indicators in and/or on products regarding the confidential character of the information.
- 7.5. PLATFORM is entitled to take technical precautions for protection and/or security of products and/or data brought about in accordance with the agreement. Participant will not remove or change any technical precautions taken for the protection and security of products delivered and/or developed through and/or resulting from the agreement.
- 7.6. If and so far as any products have been delivered to Participant through and/or in accordance with the agreement, as to which products the rights of intellectual property belong to others than PLATFORM, towards these products the conditions apply as they are used by the legal owner of the products. Participant accepts these terms and conditions from third parties as intended in this paragraph, of which Participant has gained knowledge by requesting PLATFORM to supply them with these terms and conditions.
- 7.7. Despite that which is mentioned in article 9, PLATFORM will safeguard Participant for claims from third parties based upon the notion that Participant violates intellectual properties belonging to third parties by using the through and/or in accordance with the agreement developed products by PLATFORM, if Participant notifies PLATFORM immediately of the existence and contents of these claims, leaves the dealings concerning these claims entirely to PLATFORM and follows any instructions from PLATFORM concerning these claims. This obligation to safeguard becomes null and void if and so far as the programming developed by PLATFORM through and/or in accordance with the agreement, is altered by any party other than PLATFORM.
- 7.8. If the violation of rights of intellectual property is irrevocably determined in court or is irrevocably acknowledged by PLATFORM, PLATFORM will either take back from Participant the products at hand in return for (re) payment of the costs of acquirement with subtraction of a reasonable Participant-fee, or enable Participant to use the products at hand or functionally equal products, with full reinstatement of the agreement.
PLATFORM is in no other and/or further way liable and/or obligated to safeguard Participant.

8. Liability and damages

- 8.1. The articles 8.2 through to 9.8 limit liability and legal obligation to compensate damages for PLATFORM. The articles 9.2 through to 9.8 equally apply to claims by Participant on PLATFORM based upon unlawful actions.
- 8.2. PLATFORM is only liable for deliberate or gross negligence by PLATFORM for shortcomings that can be attributed to PLATFORM. As shortcomings that can be attributed to PLATFORM will definitely not be considered: actions by assistants, use of unsuitable aids and shortcomings stemming from the other than – correctly – sending of declarations and data by post or fax.
- 8.3. Liability of PLATFORM can only occur after Participant has sufficiently declared PLATFORM liable immediately after the services rendered or after delivery or – if a shortcoming is not immediately noticeable at delivery/service – immediately after noticing the shortcoming, by letter sent by registered mail and has given PLATFORM a reasonable term to repair the shortcoming.
- 8.4. Any obligation PLATFORM has to compensate damages is limited to direct damages up to a maximum amount of the price as was agreed upon, not including VAT and other government induced taxes. If the agreement was mainly an endurance agreement for a time period of more than one year, the agreed price is fixed upon the total amount of the prices agreed to for a period of one year, not including VAT or other government-induced taxes. In no instance shall any compensation for

direct damages owed by PLATFORM amount to more than EURO 500.000,00. PLATFORM is in no way obligated to compensate immaterial and indirect damages such as but not limited to result damages, company damages and damages as a result of time loss and/or missing of financial profit. Any obligation for PLATFORM to compensate damages as a result of death, bodily harm or material damaging of property will in no instance amount to more than EURO 500.000,00 per event, in which case a series of connecting events will be considered as being one single event.

- 8.5. Participant will safeguard PLATFORM from any claims from third parties – such as employees and other assistants – stemming from and/or connecting with the data and/or property rights delivered by PLATFORM in accordance with the agreement. Participant will safeguard PLATFORM from claims by third parties based upon product liability for items, data and/or property rights delivered by Participant to third parties, partly consisting of items, data and/or property rights delivered to Participant by PLATFORM, unless the damage is solely caused by the items and/or property rights delivered by PLATFORM.
- 8.6. If employees and/or other assistants from PLATFORM perform activities on behalf of Participant outside of the place of business of PLATFORM and/or with materials supplied by Participant, the obligations and liabilities stated in article 7:658 BW rest on Participant towards these employees and assistants, while Participant will safeguard PLATFORM from claims by these employees and/or assistants stemming from the non-compliance by Participant of the obligations mentioned in article 7:658.
- 8.7. Participant guarantees that the data to be processed by PLATFORM, the processing itself of this data and the result of this processing will be in accordance with the law at hand – among this but not limited to the Laws for the Protection of Private Data - . Participant will safeguard PLATFORM from all claims based upon the notion that any data processed by PLATFORM, the processing itself of this data and the result of this processing is in accordance with the law at hand – such as the Laws for the Protection of Private Data and its following rules and regulations -.
- 8.8. If Participant chooses to use an intermediary for services such as deliverance, registration or processing of an electronic message, Participant is responsible for the damages stemming directly from the actions or neglects by this intermediary while rendering their services. PLATFORM is not liable for the actions or neglects of an intermediary used by PLATFORM/Participant for the rendering of such services.

9. **Circumstances beyond one's control/act of God**

- 9.1. If PLATFORM due to circumstances beyond her control is temporarily unable to execute the agreement, she is entitled to – partly or entirely - postpone execution of the agreement for as long as this circumstance occurs. If PLATFORM due to circumstances beyond her control is permanently unable to execute the agreement she is entitled to partly or completely cancel the agreement effective immediately. Under circumstances beyond one's control are considered shortcomings of (suppliers of) PLATFORM and/or other intermediaries, production defects, strikes and excessive sick leave of employees, government regulations and weather circumstances.
- 9.2. If PLATFORM due to circumstances beyond her control is temporarily or indefinitely unable to execute the agreement, Participant cannot obligate PLATFORM to execute the agreement, cancel the agreement or hold PLATFORM liable for any damages.

10. **Confidential data and non-competition**

- 10.1. PLATFORM and Participant guarantee that no third parties, through actions and/or neglect by them and/or their employees and/or other assistants, can partake of any data of a confidential nature supplied by the other party or resulting from the execution of the agreement. Data is considered confidential at least in the instance where this data is labelled as such by PLATFORM or by Participant.

- 10.2. Participant is obligated to implement the security of information to such an extent that this information is protected from the risks of among others but not limited to unauthorised access, alteration, mutilation, destruction or loss, as well as for the verification of source and identity of parties, as well as integrity and confidentiality of messages. If compliance with this has not occurred, only registration from PLATFORM will be able to serve as evidence.
- 10.3. To the extent where information in electronic messages is universally accessible the electronic message is considered not to contain any confidential information.
- 10.4. Through the duration of the agreement and for a period of one year after completion of the agreement, Participant will not hire any employees and/or other assistants from PLATFORM without prior consent from PLATFORM and Participant will refrain from any connection to economic activities by employees and/or other assistants from PLATFORM that have been part of – the execution of – the agreement.

11. **General terms**

- 11.1. As legal declarations and actions in writing can only be considered: declarations and actions sent correctly by mail, by fax and/or by advanced electronic autograph.
- 11.2. Participant will keep PLATFORM informed of its most recent address-data for Participant and will inform PLATFORM immediately in writing if these address data are subject to any change.
- 11.3. Offers by and agreements with PLATFORM are exclusively subject to Dutch law. The treaty of the United Nations regarding international purchasing agreements for movable properties of April 11 1980 does NOT apply to offers by and agreements with PLATFORM.
- 11.4. The absolutely competent judge in the district of Arnhem is competent and is exclusively competent to partake of disagreements stemming directly or indirectly from the agreement.
- 11.5. The writings in the general terms serve merely to better its readability and are not an integral part of these general terms.
- 11.6. If PLATFORM uses a non-Dutch translation of these general terms and there are discrepancies between the Dutch version and the non-Dutch version, only the Dutch version is considered legally binding.