

**General conditions
Of
Call-IT International BV**

1. Offer and contract

- 1.1 These general conditions apply for any and each offer and contract resulting into a delivery of goods and/or supply of services of any nature whatsoever by Call-IT International to Client, even when these goods or services have not been specified (any further) in these conditions. Any deviation from these general conditions is only valid in case such deviation has been agreed explicitly in writing.
- 1.2 All offers are without any commitment unless explicitly provided otherwise in writing in the offer.
- 1.3 The application of some possible purchase or other conditions of Client is explicitly rejected.
- 1.4 In case some stipulation of these general conditions has become null and void or has been annulled, the other stipulations of these general conditions will remain in full force and Call-IT International and Client will enter into mutual consultation in order to agree upon the new stipulations in substitution for the invalid respectively annulled stipulations. Strict attention has to be paid to the object and meaning of the invalid respectively annulled stipulation.

2. Execution

- 2.1 Call-IT International will make every effort to supply the service with due care in accordance with the arrangements and procedures as agreed in writing with Client.
- 2.2 In case it has been agreed the services will be supplied in stages, Call-IT International is entitled to postpone the beginning of the services belonging to the next stage until Client has confirmed in writing his approval with the results of the preceding stage.
- 2.3 Call-IT International is not committed to respect during the supply of services any reasonable directives given by Client in good time unless this has been explicitly agreed in writing. Neither is Call-IT International obliged to comply with any directives changing or completing the content or volume of the agreed supply of services. Should however such directives be implemented, the relevant activities will be compensated pursuant to article 11.
- 2.4 In case the service arrangement has been agreed to the condition of being executed by one particular person, Call-IT International will have the right at all times to exchange this person by another person or some more other persons holding the same qualifications.

3. Cooperation by Client

- 3.1 Client is committed to provide Call-IT International at all times and in due time with all useful and necessary data and information necessary for the good and proper execution of the contract as well as to consent to any cooperation.
- 3.2 Client is responsible for the use and implementation within his organisation of the services to be supplied by Call-IT International as well as the inspection and security procedures and any adequate system management.
- 3.3 Should any information necessary for the execution of the contract fail, not be at the disposal of Call-IT International in due time or as agreed or in case Client fails to meet his commitments in any other way, Call-IT International will have the right in any case to suspend the execution of the contract and to charge and invoice the caused costs at his regular rates.
- 3.4 In case some activities have to be performed at the site of Client by assistants of Call-IT International, Client needs to take care without valuable consideration of the facilities as requested by those assistants in all fairness. Client shall indemnify Call-IT International from any and all claims by third parties, included the assistants of Call-IT International, which might suffer damage resulting from any actions or some negligence by Client or any unsafe situations in his organisation with respect to the execution of the contract.

4. Price and payment

- 4.1 All prices are exclusive turnover taxes (VAT) and other levies being charged by any public authority.
- 4.2 In case of a contract with respect to any periodically maturing amounts to be paid by Client, Call-IT International will have the right to adjust the applicable prices and tariffs by means of a written notification at a notice of at least three months.
- 4.3 In all cases shall Call-IT International have the right to adjust the agreed prices and tariffs by means of a written notification to Client for services, which are going to be supplied in accordance with the relevant planning respectively, contract at some time at least three months upon the date of such notification.
- 4.4 All invoices are to be paid by Client in accordance with the payment conditions as provided by the invoice. In the absence of any specific conditions, Client will pay within thirty days upon invoice date.

4.5 Should Client fail to pay any due amounts within the agreed time limit, he will be liable to pay the legal interest rate on the due amount without Call-IT International being obliged to serve a notice upon Client. Should Client keep failing to satisfy the claim upon such notice serving, the claim might be parted with. In such case, Client will also have to compensate, besides the total amount being due at that time, the complete judicial costs as well as the costs out-of-court included all costs calculated by the external experts plus the judicially assessed costs with respect to the collection of such claim or any other judicial performance, which amount will be assessed at minimum 15% of the total amount.

5. Confidential information and non-assumption clause

5.1 Each party guarantees that any and all confidential information being given to the other party before and after entering into the agreement shall remain confidential and be kept secret. In any case, information being indicated as confidential by one of the parties will be treated as such by the other party.

5.2 Each party commits to only employ an assistant of the other party, which has been involved in the execution of the contract or to have him directly or indirectly work for him during the duration of the contract as well as during a time period of one year upon termination of the agreement upon some thorough professional consideration with the other party.

6. Rights of intellectual and industrial property

6.1 All rights of intellectual and industrial property relating to all materials developed or made available under the contract such as analyses, drafts, documentation, reports, offers as well as any preparatory material thereof exclusively remain with Call-IT International. Client only obtains right of use and powers, which are explicitly given with these conditions or otherwise or which are granted explicitly. Apart from that, client is not allowed to multiply any material or to make a copy of it.

6.2 It is known to Client that the material made available might contain confidential information as well as business secrets belonging to Call-IT International or might hold his licensors. Client commits to keep such material confidential, not to make it public or give it for usage to any third party and to only use it as intended by the objective of the material made available to him without prejudice to what has been laid down in article 5. Any third party is also understood to mean all persons employed in the organisation of Client, which not necessarily need to use the material.

6.3 Client is not allowed to remove any indication related to the copyrights, brands, trade names or other rights of intellectual or industrial property from the material neither to change such included all indications regarding the confidential character and secrecy of the material.

6.4 Call-IT International shall indemnify Client from any legal action based upon the allegation that the material developed by Call-IT International would violate any right of intellectual or industrial right applicable in the Netherlands provided Client informs Call-IT International without delay about the existence and content of such legal action and leaves the handling of the lawsuit totally to Call-IT International included the making of possible settlements.

For such purpose, Client will provide Call-IT International with the necessary full powers and all information as well as consent to any cooperation in order to allow Call-IT International to defend his rights against such legal actions, if necessary in the name of Client.

This indemnification commitment expires when and as far as the concerning violation relates to the changes Client has been made to the material or has arranged to be made by any third party.

Any other or further liability or indemnification commitment of Call-IT International because of violating the rights of intellectual and industrial property of any third party is excluded included any liability and indemnification commitment of Call-IT International for violations caused by the use of the material in some form not being modified by Call-IT International or in any other way as the material has been developed or intended for.

6.5 Client is responsible that no rights of any third party oppose against the supply to Call-IT International of material with the objective of usage and processing and Client shall indemnify Call-IT International from any action based upon the allegation that such supply, usage or processing would violate the right of third parties.

7. Terms (of delivery)

All (delivery) terms stated by Call-IT International have been provided to the best of his knowledge based upon the information known to Call-IT International at the time the contract was concluded and will be respected as much as possible. However, the mere exceeding of such given (delivery) time (a simple delay of some given delivery time) does not mean that Call-IT International is in default. Call-IT International is not bound by any (delivery) terms, which cannot be respected because of circumstances beyond his power and occurring after entering into the agreement. Should the delay of any such term be jeopardized, Call-IT International and Client will consult one another as soon as possible.

8. Termination

8.1 Each party has the right to repudiate the agreement, however only in case the other party keeps failing imputably in his essential duty under the contract to cure the default even after a proper notice being as detailed as possible has been served giving a reasonable time to cure the default.

- 8.2 An agreement concluded for an indefinite time, which is not terminated in accordance with its nature and content by accomplishment, can be terminated by means of a written notice by either party upon due professional mutual consultation and by specifying the reasons. In case no explicit notice period has been agreed between the parties, a reasonable notice period has to be respected at the notice. Under no circumstances shall the parties be held liable for any compensation because of such notice.
- 8.3 Call-IT International has the right to terminate the contract totally or partly starting immediately without having to serve any notice and without any judicial interference by means of a written notification in case Client – whether provisionally or not – has been given a judicial settlement, in case Client has filed a petition in bankruptcy or in case Client's company is being dissolved or terminated for any other reason as reconstruction or merge of companies. Under no circumstances shall Call-IT International be held liable for compensation because of such termination.
- 8.4 In case Client has already received some services pursuant to article 8.1 implementing the contract, such services and the connected payment commitment will not be subject of cancellation unless Call-IT International is in default with respect to such services. Any amounts Call-IT International had invoiced before the annulment with respect to any supply or delivery as implementation of the contract undiminished remain due taking into account what has been stated in the foregoing sentence and will become due as of immediately at the moment of annulment.

9. Liability of Call-IT International; indemnification

- 9.1 Call-IT International accepts the statutory obligations as compensation for damages as far as laid down in article 9.
- 9.2 The complete liability of Call-IT International because of imputable failure with respect to the observance of the contract is limited to compensation of the direct damage with the maximum amount of the price agreed for that particular contract (exclusive VAT). In case the contract mainly constitutes an ongoing contract with the duration of more than one year, the agreed price will be calculated on the total compensation amount (excl. VAT), which has been agreed for one year. However, under no circumstances will the total compensation for direct damages be over € 453,780.00.
- Direct damage is understood to mean exclusively:
- a. the reasonable cost, Client is supposed to make in order to have the performances of Call-IT International correspond with the agreement. However, such damage is not redressed in case Client has annulled the agreement;
 - b. the reasonable costs being made to establish the cause and extent of the damage as far as such assessment relates to the direct damage pursuant to the meaning of covered conditions;
 - c. the reasonable costs being made to prevent or limit the damage as far as Client proves that these costs have actually induced to limitation of the direct damage pursuant to the meaning covered conditions.

- 9.3 Under no circumstances shall the complete liability of Call-IT International for any damage caused by death or physical injury or for any material damage of objects be more than € 68,067.00 per incident, whereby a series of connected incidents is considered to be one single incident.
- 9.4 Call-IT International cannot be held liable for indirect damage included consequential damage, lost profit, lost savings and damage because of industrial stagnation.
- 9.5 Except for the cases laid down in article 9.2 and 9.3, Call-IT International cannot be made liable for any compensation for damages whatsoever, no matter what the ground might be on which the action for damages has been based.
- 9.6 Liability of Call-IT International because of imputable failure in the contract observance only applies when Client duly and without delay serves a written notice upon Call-IT International giving Call-IT International a reasonable time to cure the default and when Call-IT International remains being imputably in default after such time limit. The notice serving has to contain a specification as detailed as possible of the default giving Call-IT International the possibility to react properly.
- 9.7 Absolute condition for the arising of any right to compensation for damage is always the fact that Client has to report the damage upon its existence to Call-IT International in writing and without delay.

10. Circumstances beyond one's control

- 10.1 Neither party is obliged to meet any commitment whatsoever in case some circumstances beyond his control prevent him. Circumstances beyond one's control are also understood to mean any non-imputable failure of secondary suppliers of Call-IT International.
- 10.2 Should such an Act of God take more than ninety days, the parties have the right to terminate the contract by written annulment. Whatever has been performed as a result of the contract will be settled pro rata and for the rest, the parties will not owe anything towards each other.

11. Changes and supplemental work

- 11.1 Should Call-IT International have performed some activities or supplied any other performances at request of or with the prior consent of Client falling outside the content or extent of the agreed supply of services, such activities or performances will be compensated by Client to Call-IT International at the regular rates of Call-IT International. However, Call-IT International is not obliged to comply with such a request and could demand that a separate written agreement is made.

11.2 Client accepts that the agreed or expected completion time of the services to be supplied and the mutual liabilities of Client and Call-IT International could be influenced by activities or performances referred to in article 11.1.

11.3 As far as a fixed price has been agreed for the supply of services and the parties intend to enter into a separate agreement with respect to the supplemental activities or performances, Call-IT International will inform Client in advance and in writing about the financial consequences of such supplemental activities or performances.

12. Schooling, courses and training

12.1 As far as the services to be supplied by Call-IT International or some part of it contain the organisation of schooling, courses and trainings, Call-IT International always has the right to demand the due fee before the beginning. The consequences of cancelling participation to a schooling, course or training will be governed by the rules being common practice at Call-IT International.

12.2 Should the amount of registrations induce Call-IT International to judge that the schooling, course or training should be combined with another schooling, course or training or that these are to be held at a later time, Call-IT International has the right to do so.

13. Applicable right and disputes

13.1 The Dutch Laws shall govern all contracts between Call-IT International and Client.

13.2 All disputes that might arise between Call-IT International and Client as a result of any contract entered into by and between Call-IT International and Client, as well as all further resulting contracts shall be settled by the courts having jurisdiction in the District of Roermond.