

General terms and conditions

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RICOH
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Table of contents

Chapter 1.	Definitions.....	3	Chapter 7.	Supplies	20
Chapter 2.	General Provisions	5	Art. 41	General	20
Art. 1	Applicability and general.....	5	Art. 42	Articles, Delivery, invoicing and prices	20
Art. 2	Prices and payment terms	5	Art. 43	Purchase obligation.....	20
Art. 3	Change and additional work.....	6	Chapter 8.	Services.....	21
Art. 4	Term of contract and Invoicing.....	6	Art. 44	General	21
Art. 5	Delivery and Risk	6	Art. 45	Implementation	21
Art. 6	Installation and Acceptance	6	Art. 46	Remuneration.....	21
Art. 7	Defect and complaint periods.....	7	Art. 47	Education, training courses, and trainings	21
Art. 8	Guarantee.....	7	Art. 48	Secondment	21
Art. 9	Access and Control.....	8	Chapter 9.	Terms and Conditions concerning provision of Software as a Service and/or Computer Service	22
Art. 10	Manner of use.....	8	Art. 49	General	22
Art. 11	Intellectual or industrial property rights.....	9	Art. 50	Services	22
Art. 12	Processing (personal) data.....	10	Art. 51	Service and Support	23
Art. 13	Third-Party Products.....	10	Art. 52	Use of SaaS Services.....	23
Art. 14	Right of termination	10	Art. 53	Change of SaaS Services.....	23
Art. 15	Liability	11	Art. 54	Ownership and protection of Business Relation data	23
Art. 16	Force majeure.....	11	Art. 55	Internet Access	23
Art. 17	Confidential data and takeover of staff	11	Art. 56	Domain names.....	24
Art. 18	Applicable law and jurisdiction clause.....	12	Art. 57	Telecom Services.....	24
Chapter 3.	Terms and Conditions of Sale and Delivery	13	Art. 58	Shutdown of connection.....	24
Art. 19	General.....	13	Art. 59	Provision of information	24
Art. 20	Subject matter.....	13	Art. 60	Physical factors	24
Art. 21	Reservation of title.....	13	Chapter 10.	Terms and Conditions concerning the provision of Video Communication Services.....	25
Chapter 4.	Lease Terms and Conditions.....	14	Art. 61	General	25
Art. 22	General.....	14	Art. 62	VC Services.....	25
Art. 23	Subject matter.....	14	Art. 63	Use of VC Services	25
Art. 24	Property right and use	14	Art. 64	Shutdown of connection.....	25
Art. 25	Termination of the Agreement.....	14	Art. 65	Provision of information	26
Art. 26	Insurance	14	Art. 66	Change of VC Services	26
Art. 27	Short-term lease	14	Art. 67	Data protection.....	26
Chapter 5.	Trial and Free Loan Terms and Conditions	16			
Art. 28	General.....	16			
Art. 29	Subject matter.....	16			
Art. 30	Ownership	16			
Art. 31	Term and termination of the Agreement	16			
Art. 32	Servicing	16			
Art. 33	Risk.....	16			
Chapter 6.	Basic Service & Support Terms and Conditions	17			
Art. 34	General.....	17			
Art. 35	Business Service Centre.....	17			
Art. 36	On-Site support	17			
Art. 37	Remote Support	17			
Art. 38	Response Times.....	17			
Art. 39	Hardware Service Terms and Conditions.....	17			
Art. 40	Software Service Terms and Conditions	18			



Chapter 1. Definitions

Acceptance: Confirmation by the Business Relation that the delivered product and/or service is in accordance with the relevant arrangements made.

Acceptance Criteria: The criteria drawn up jointly by Ricoh and the Business Relation on the basis of which the Business Relation inspects during the Acceptance Test whether the delivered product and/or service is in accordance with the relevant arrangements made.

Acceptance Test: The testing of the service delivered by Ricoh to the Business Relation in accordance with the Acceptance Criteria.

Adaptive Maintenance: Adjustment of the functionality of the System.

Agreement: Lease & Service Agreement, Sales & Service Agreement, Project & Service Agreement, Service Level Agreement, SaaS Services agreement, Basic Service & Support Agreement, Service Level Agreement, Sales Agreement, Purchase agreement, Paper Agreement, Test Agreement, or any other Agreement concluded between the Business Relation and Ricoh

Bug: A failure or limitation of parts of Software acknowledged by Ricoh compared to the functional or technical specifications communicated by Ricoh in writing. A Bug is at stake only if it is reproducible.

Bug Fix: An adjustment to the Software in order to overcome a Bug.

Business Days: Weekdays other than applicable public holidays in the Netherlands.

Business Relation: The party with whom Ricoh enters into an Agreement concerning sale, lease or Delivery of Products and/or Services.

Business Service Centre: The central support desk of Ricoh for authorized employees of the Business Relation. The Business Service Centre is responsible for the first support, registration, assignment, and monitoring on the handling of Service Requests.

Computer Service: The automatic processing of data with the help of Software and Equipment managed by Ricoh.

Consumption Goods: Toner, cartridges, media, bind- and filing clips and fasteners, paper and all other Consumption Materials delivered by Ricoh to the Business Relation.

Customized Software: All add-ons and changes legitimately made by Ricoh to the Standard Software to make it suitable for use by the Business Relation, based on a plan specifically elaborated for the Business Relation.

Defect: A demonstrable and reproducible error in the Product resulting in the functionality of the Product deviating from the description thereof in the Documentation and/or from what is specified in this regard in the Agreement, or if, in a qualitative and/or quantitative sense, the Product is not fully in accordance with what is laid down in the Agreement.

Delivery: Delivering the Product at the delivery address. In the event of shipment by e-mail, Delivery shall be deemed made at the moment when Ricoh sends the Product to the e-mail address specified as delivery address. In the event of SaaS, Delivery is done by making the platform available in a technical sense, for the purpose of Implementation.

Documentation: All manuals, operating instructions, instruction material and technical and functional descriptions drawn up by or on behalf of Ricoh with respect to the Products.

Education: The transfer of knowledge and skills to qualified employees of the Business Relation in order to make them familiar with the use of the Software and thus with the System.

End-User License Agreement ("EULA"): a user agreement or software license agreement. The licensing terms and conditions applied by a manufacturer of Standard Software, whose application shall prevail.

Equipment: Hardware, parts of Hardware and/or Software installed on it and delivered by Ricoh to the Business Relation pursuant to the Agreement.

eService: The web portal made available by Ricoh in which the Business Relation may report Service Requests, may order Supplies and may register meter readings via the internet (https://eservice.ricoh-europe.com/sservice_nld/), 24/7.

Half Business Day Service ("HBD Service"): In case of HBD Service, after registration within the agreed Service Window, technical service staff of Ricoh can be on the spot the next Half Working Day at the latest, unless it is handled remotely.

Half Working Day: A Business Day is subdivided into two half working days, notably a morning part from 09:00 till 13:00 hours and an afternoon part from 13:00 till 17:00 hours.

Hardware: The fixed electronic and mechanical parts of Equipment manufactured or assembled by Ricoh and delivered under its own label.

Implementation: The project phase during which a series of interrelated Services are performed, focused on delivering the Product to the Business Relation ready for operation.

Incident: Any event deviating from the specified standard functioning of the Product.

Incorrect Use: Dealing with and/or using the Product in a manner that is not in accordance with the Documentation and/or advice and instruction of Ricoh and/or generally accepted standards for correct use.

Infrastructure: The IT environment at the Business Relation, consisting of equipment and software managed by the Business Relation, within which the Software deliverable or delivered by Ricoh must function.

Installation: Making the Product delivered by Ricoh ready for operation in the Production Environment.

Invoicing Period: Each period for which costs are invoiced as specified in the Agreement.

Licence: The right of use of the Software delivered by Ricoh.

Malfunction: Failure to meet - or to meet without any interruption - the specifications of the Equipment explicitly submitted in writing by Ricoh. A Malfunction is at stake only if the Business Relation can prove this and if it can be reproduced.

Next Business Day Service ("NBD Service"): In case of NBD Service, after registration within the agreed Service Window, technical service staff of Ricoh can be on the spot the next Business Day at the latest, unless it is handled remotely.

Office Hours: The period between 09:00 hours and 17:00 hours on Business Days.

On-site support: Support for Products by Ricoh on site of the Business Relation.

Parties: The Business Relation and Ricoh.

Patch: Launch of an updated version of software after resolving one or more Bugs or adding functionalities.

Print: a copy, digital print or scan.

Print Price: Ricoh applies a Print Price per unit depending on the type of Product, which is subdivided into loose-leaf binder systems (paper size A3/A4), rotating production systems (fanfold feeding) and wide & large format systems (square metre). The specific Print Price and unit are specified in the Agreement.

Production Environment: The combination of the Infrastructure and the System. This environment is used by the end-users of the System and there is a business dependency with respect to a proper functioning of the environment. Changes to this environment may only be carried out after a test programme with formal approval of Ricoh.

Products: The Equipment, accessories, Software, System and/or Supplies specified in the Agreement.

Refurbished: Freshen-up process of Equipment by means of maintenance, in which faltering mechanical and or defect electronic components are replaced.

Release: Launch of a new (Upgrade) or updated (Update) software version.

Release Note: Documentation as submitted by software producers when launching Releases.

Remote support: The Business Relation giving Ricoh remote access to the place where the Product is located for the performance of maintenance to the Product.



Response Time: Time elapsed between registration of a Service Request to Ricoh and the starting moment of diagnosing the cause. The diagnose starts by technical service staff of Ricoh (Hardware) being on the spot, unless resolved remotely or by means of Remote support (Software). The time elapsed shall be measured during the agreed Service Window.

Ricoh: Ricoh Nederland B.V., having its registered office at Magistratenlaan 2, in 5223 MD 's-Hertogenbosch, Chamber of Commerce registration number 1607600 and VAT number NL001129247B01.

SaaS Partner: The supplier of SaaS Services, of which Ricoh is an authorized Reseller.

Service Fees: The costs of maintenance and/or support of the Products.

Service Level Agreement: Document laying down the guidelines for the intended quality and results of the performance of Services and/or Deliveries.

Service Request: The reporting by the Business Relation to Ricoh of an Incident, change, or query/question via eService or telephone.

Service Window: The time window agreed between Ricoh and the Business Relation in which the Business Relation can make use of the agreed Ricoh service(s). Ricoh applies Office Hours as a standard time window.

Services: The work carried out by Ricoh pursuant to the Agreement for the Business Relation, including but not limited to all forms of services with respect to the Implementation and maintenance of a Product, preliminary investigation, Installation, consultancy, Training, SaaS, project management, workplace coaching, support, document- and information-related services (such as reproduction, postal services, scanning, invoice processing, printing).

Servicing: Maintenance and/or support of Products.

Software: Software delivered by Ricoh to the Business Relation under its own label or under a third-party label and/or software as part of the System agreed between the Parties and deliverable by Ricoh and/or to be implemented at the Business Relation consisting of Standard Software and/or Customized Software or a combination thereof.

Software as a Service ("SaaS") or Application Service Provision: Ricoh making and keeping Software remotely available to the Business Relation via internet or another network, without providing the Business Relation with a physical data carrier with the Software concerned.

Software Response Time Service ("SRT Service"): During SRT service, technical service staff of Ricoh may start with the handling of the Service Request within twenty-four (24) Office Hours after registration.

Spare Parts: Parts with a limited lifetime, such as toner cassettes, developer, waste tanks, ink pads, cutting blades, staple containers, print-heads which need to be replaced during the term of an Agreement under the responsibility of the Business Relation.

Standard Software: Software taken out in Licence by the Business Relation and whose intellectual property rests with software creator(s) of Ricoh, which software creator(s) have granted Ricoh the right to transfer the non-exclusive right of use of such Software to third parties under the respectively applicable End-User License Agreement, including the improved versions of such Software and related third-party Software made available by the software creator(s) concerned within the scope of maintenance, if and insofar as explicitly specified.

Supplies: Consumption Goods and/or Spare Parts used during the use of the Product.

Support Hours: Support hours purchased in advance by the Business Relation, which may be used by the Business Relation after Acceptance of the System, including but not limited to for extra Services such as: desk research, support on site, Remote support, stand-by service, application management, advice on forms.

System: The interrelated set of System Components accomplishing the functionality specified in the Agreement.

System Component: The individually distinguishable elements of a System, such as Standard and Customized Software.

Third-Party Products: Hardware and/or Software and/or Services of third parties.

Time to Fix: The Time to Fix is the time frame within which Ricoh strives to respond to or resolve a Service Request. This time frame shall commence at the moment when the Business Service Centre of Ricoh records the Service Request and shall end upon finalization of the Service Request in the records of Ricoh. This finalization shall take place after the Service Request has been responded to or resolved. The time frame of the Time to Fix shall be measured during the agreed Service Window.

Update: An Update is a new software version (Release) identified by changing the decimal after the point or comma of the product-version numbers and/or the 'build' specification. An Update may contain improved functions, as well as one or more Bug fixes, but does not contain any major new functionalities.

Upgrade: An Upgrade is a new Version (Release) identified by changing the first figure of the product-version number and contains major new features, functionalities and/or design changes, and a general Update.

VC Services: Services of Ricoh for audio & video communications.

Workaround: A temporary solution until the Bug fix and/or Patch has/have been made available.



Chapter 2. General Provisions

Art. 1 Applicability and general

- 1.1 These General Terms and Conditions of Ricoh are applicable to all offers, quotations and Agreements concerning the sale, renting out and Delivery of Products and Services.
- 1.2 The applicability of any general terms and conditions of the Business Relation is excluded.
- 1.3 All offers and other expressions of Ricoh are non-binding, unless explicitly stated otherwise by Ricoh in writing. The Business Relation warrants the accuracy and completeness of the dimensions, requirements, specifications of the deliverable submitted by or on behalf of the Business Relation to Ricoh and other data on which Ricoh bases its offer.
- 1.4 The quotations made by Ricoh have a validity of thirty (30) days, unless specified otherwise.
- 1.5 Any pictures, drawings, illustrations, prices and technical features shall be submitted by Ricoh for information purposes only and are approximate indications. The submitted data shall not be binding upon Ricoh and may be changed by Ricoh.
- 1.6 In the event of any incompatibility between the Agreement and these terms and conditions, the contents of the Agreement shall prevail.
- 1.7 In the event of any incompatibility between the Dutch wording of these General Terms and Conditions and any translations thereof, the Dutch wording shall prevail at all times.
- 1.8 If any provision of these General Terms and Conditions is or becomes null and void, the other provisions of these General Terms and Conditions shall remain in full force.
- 1.9 Ricoh may make changes to these terms and conditions, which changes shall take effect on the announced effective date. Ricoh shall submit the changed terms and conditions to the Business Relation well in time. If no effective date has been announced, any changes vis-à-vis the Business Relation shall take effect as soon as the Business Relation has been notified of the change.
- 1.10 If and insofar as a proper implementation of the Agreement so requires, Ricoh shall have the right to outsource specific work within the scope of the Agreement to third parties.
- 1.11 Ricoh has the right to sell, pledge, transfer, or otherwise alienate or encumber the ownership respectively the right of use of the Products and claims pursuant to the Agreement (with lease option) to third parties in whole or in part, without prejudice to Ricoh's obligation to fulfil its obligations under the Agreement. In addition, Ricoh shall have the right, inter alia within the scope of financing of its business activities, to transfer its rights and obligations under the Agreement (with lease option) to a third party through contract takeover, whether or not conditionally, and the Business Relation agrees in advance to and declares to cooperate towards such a transfer.
- 1.12 The Agreement shall only be transferable on the part of the Business Relation after the prior written consent of Ricoh. The Business Relation is not permitted to sell, pledge, transfer, or otherwise alienate or encumber any rights and obligations arising from the Agreement and/or the Products to third parties in whole or in part, or to abandon these to third parties howsoever.
- 1.13 The Business Relation declares to be aware of the fact that, if the Business Relation is a natural person, Ricoh may order a double-check or registration of this transaction via a third party, as well as the payment track record at the Dutch Credit Registration Office BKR.
- 1.14 Ricoh shall make an effort to carry out with due care what has been agreed. All Agreements shall be carried out by Ricoh based on a best efforts commitment, unless and if and insofar as Ricoh has explicitly laid down a specific result in the written Agreement and, in addition, the result concerned has been set forth with adequate accuracy.
- 1.15 Work (both On-site and remote) to be performed outside Office Hours is subject to a 50% surcharge on Mondays through Fridays after 17:00 hours, and to a 100% surcharge on weekends and public holidays.

Art. 2 Prices and payment terms

- 2.1 All prices are net prices, exclusive of turnover tax (VAT) and other levies imposed by the authorities. Unless explicitly otherwise agreed, the price of the Products and Services does not include the costs of transport, hoisting and towing, lease of temporary facilities, insurance and Installation, et cetera.
- 2.2 All taxes and costs, howsoever named, imposed today or in the future on the amounts payable by the Business Relation, regardless of on whose name, shall be borne by the Business Relation.
- 2.3 Until notice of termination, the Business Relation authorizes Ricoh to charge to the bank account, through direct debit, the amounts that may be claimed from the Business Relation pursuant to the Agreement and are currently kept by the Business Relation under the bank account number stated in the Agreement. If the Business Relation does not give authorization to debit the bank account of the company, Ricoh shall be entitled to charge EUR 5 handling fee over the invoice amount. Ricoh reserves the right to collect a handling fee in the event of reverse payment.
- 2.4 Payment of the payable amount must be settled by the Business Relation within thirty (30) days after the date of invoice at the billing address specified in the invoice.
- 2.5 If the Business Relation fails to pay the payable amounts in time, the Business Relation shall be in default by operation of law without requiring any payment reminder or notice of default, in which case Ricoh shall be entitled to invoice a compensation of 1.25% per month - or the statutory commercial interest, whichever is higher - due to a loss of interest. If the Business Relation, after a payment reminder or notice of default, still fails to pay the payment claim, Ricoh shall be entitled to turn over the claim for collection. In addition to the payable total amount, the Business Relation shall also be held to compensate all judicial and extrajudicial expenses. The extrajudicial expenses amount to at least 15% of the receivable amount with a minimum of EUR 150.
- 2.6 The Business Relation must Inform Ricoh in writing regarding any changes of address and invoice details. It is the responsibility of the Business Relation to notify a change in the PO number well in time (at the latest before commencement of a new invoicing period).
- 2.7 Ricoh has the right to charge a handling fee of EUR 25 if the Business Relation demands an administrative change (including but not limited to: invoice address, invoice period and/or change of the invoice at the request of the Business Relation).
- 2.8 If the Business Relation fails to fulfil - or fails to fulfil in time - any obligation arising from the Agreement, Ricoh shall be entitled to suspend its obligations.
- 2.9 The Business Relation cannot rely on suspension or set-off with respect to the payment obligations of the Business Relation vis-à-vis Ricoh.
- 2.10 Ricoh is entitled to adjust the prices from time to time, not more than once (1x) per year, but no sooner than six (6) months after commencement of the Agreement. In addition, changes may be implemented inter alia due to cost increases and/or exchange rate fluctuations and/or price-increasing measures taken by the Dutch authorities.
- 2.11 Ricoh is entitled to demand certainty for fulfilment by the Business Relation of its payment obligations. In the event of a partnership, the partners shall also be jointly and severally liable for fulfilment of any obligations under the Agreement.
- 2.12 If, after written approval of Ricoh, the Agreement is transferred to a third party, Ricoh shall charge expenses for this, amounting to EUR 25 per Product subject to a minimum of EUR 225.



Art. 3 Change and additional work

- 3.1 If Ricoh must carry out work or other performances falling outside the contents or scope of the Agreement, such work or performances shall be paid by the Business Relation in accordance with the usual rates of Ricoh. Additional work is also at stake in the event of an expansion or change of systems analysis, design, or specifications. Ricoh shall never be held to honour such a request and may demand that an individual written Agreement be concluded for this.
- 3.2 If it turns out during the execution of the Agreement that a change or supplement to the Agreement is necessary, the Parties shall consult each other well in time in order to adjust the Agreement accordingly.
- 3.3 The Business Relation accepts that work or performances referred to in the first paragraph of this article may have an impact on the agreed or expected time of completion of the services and the mutual responsibilities of the Business Relation and Ricoh. Ricoh shall notify the Business Relation thereof as soon as possible. The fact that during the execution of the Agreement (the demand for) additional work occurs shall never be a ground for the Business Relation to terminate the Agreement.
- 3.4 If and insofar as a fixed price has been agreed for the services, Ricoh shall notify the Business Relation in writing beforehand, upon request, regarding the financial consequences of such extra work or performances.

Art. 4 Term of contract and Invoicing

- 4.1 The Agreement is entered into for the term agreed between the Parties, for lack of which a term of twelve (12) months shall apply. After expiry of the initial period, the Agreement shall be automatically renewed by a term of twelve (12) months each time, unless the Business Relation or Ricoh the Agreement gives written notice of termination with due observance of a notice period of three (3) months before expiry of the period concerned.
- 4.2 The term of the Agreement (and therefore also the start of the Invoicing periods) is the number of months stated in this Agreement and commences on the first day following the month of the Delivery respectively Installation respectively Acceptance of the last Product or Service.
- 4.3 Before commencement of the term of the Agreement, Products may be brought into use. If the Business Relation uses the Products in this period, the costs of such use during this period shall be invoiced by Ricoh (or) on a pro-rata basis or based on use by the Business Relation.
- 4.4 In case of a change or delay in the implementation of the Agreement, the Business Relation must notify Ricoh immediately. Any possible costs arising from such a change or delay shall not be at the expense and risk of Ricoh. The corresponding costs and/or work shall be compensated by the Business Relation in accordance with the agreed rates and for lack thereof in accordance with the usual rates of Ricoh.
- 4.5 The Business Relation is held to make counter readings available to Ricoh at the end of each agreed invoicing period forming the basis of the periodic invoicing of the produced Prints. This may be done in any of the following two ways:
 - 1. Automated by Ricoh through the @Remote application, provided that this is activated;
 - 2. Manually by the Business Relation through eService.
- 4.6 If the meter readings are not in the possession of Ricoh on the fifth day after the said period, Ricoh shall submit an invoice based on the average of the amounts invoiced in the previous periods. Any discrepancy shall be set off against the invoice over the next period based on the then received meter reading. This article is only applicable to Products equipped with a print volume use counter.

Art. 5 Delivery and Risk

- 5.1 All (delivery) periods specified or agreed by Ricoh were determined to the best of its knowledge based on the data known to Ricoh upon entering into the Agreement. Ricoh shall make its best effort to observe any agreed (delivery) periods as much as possible. The mere overstepping of a specified or agreed (delivery) period shall not put Ricoh into default. In all cases, in other words also if the Parties have explicitly agreed a time limit in writing, Ricoh shall not be in default due to expiry of the time limit until the Business Relation has put Ricoh into default in writing. Ricoh is not bound by any (delivery) periods and/or deadlines that can no longer be achieved due to circumstances beyond its control and occurring after conclusion of the Agreement, nor shall Ricoh be bound by any (delivery) periods and/or deadlines if the Parties have agreed a change of the contents or scope of the Agreement (additional work, change of specifications, et cetera). If overstepping any deadline is imminent, Ricoh and the Business Relation shall enter consultations as soon as possible. In case of expiry of a (delivery) period, the Business Relation cannot claim any damages. The Business Relation is not entitled to claim dissolution, except if it is unfair to expect the Business Relation to keep the part concerned of the Agreement intact. The dissolution, if any, shall then be partial and shall only affect that part that is strictly necessary.
- 5.2 The risk of loss, theft or damage of Products shall pass to the Business Relation at the moment when they come in the actual possession of the Business Relation. If, however, use is made of a transport company for Delivery purposes, whether or not upon request or instruction of the Business Relation, the risk of loss, theft and damage of the Products shall pass to the Business Relation already upon issuance of the Products to the transport company.
- 5.3 Ricoh shall package the Products in accordance with its applicable usual standards. If the Business Relation demands a special way of packaging, the Business Relation shall bear the corresponding extra costs. The Business Relation shall deal with any packaging released from the Products delivered by Ricoh in accordance with the relevant applicable government regulations. The Business Relation shall indemnify Ricoh against any third-party claims for non-compliance with such regulations.
- 5.4 If Ricoh is held to engage extra material such as a crane and/or a forklift for the Delivery, repositioning or retrieval, the corresponding costs shall be invoiced separately. The costs shall be based on the actual engagement of the material and shall therefore be invoiced retroactively.
- 5.5 If no note is made on the packing slip and/or no official report is made upon Delivery, the Products shall be deemed delivered and accepted by the Business Relation in good working order and without any defects.

Art. 6 Installation and Acceptance

- 6.1 If explicitly agreed in writing, Ricoh shall see to Delivery of the Products and/or Services and/or installation of the Products.
- 6.2 If Ricoh takes care of Delivery of the Products and/or Services and/or Installation of the Products, the Business Relation shall be held to take or outsource the necessary measures so that the Products and Services can be simply delivered and installed, and the Business Relation must ensure that the installation location meets the specifications stated in the Documentation accompanying the Products and/or Services and/or specified by Ricoh, as well as the technical environmental requirements.
- 6.3 The Business Relation shall give Ricoh access to the place of Installation for the performance of the necessary work during normal Business Days and business hours of Ricoh.



- 6.4 If the Business Relation engages its own staff within the scope of rendering cooperation towards the implementation of the Agreement, such staff shall have the necessary knowledge, experience, capacity and quality.
- 6.5 If employees of Ricoh carry out work on the premises of the Business Relation, the Business Relation shall take care of the facilities reasonably demanded by such employees free of charge, such as a workspace with computer and telecom facilities. The workspace and facilities shall meet all applicable (statutory) requirements and regulations concerning working conditions. The Business Relation shall indemnify Ricoh against any third-party claims, including but not limited to employees of Ricoh, who suffer damage in connection with the implementation of the Agreement caused by acts or omissions of the Business Relation or by unsafe situations within its organisation.
- 6.6 If during the implementation of the Agreement use is made of telecom facilities, including but not limited to the internet, the Business Relation shall be responsible for the right choice and for punctual and adequate availability thereof, except for facilities which are directly used and managed by Ricoh. Ricoh shall never accept liability for any damage or expenses caused by transmission errors, Malfunctions, or non-availability of those facilities, unless the Business Relation proves that such damage or expenses are caused by gross negligence or wilful misconduct on the part of Ricoh or its managers.
- 6.7 If an Acceptance Test has been agreed, the test period shall be fourteen days after Delivery, or, if an Installation has been agreed to be performed by Ricoh, after completion of the Installation. During the test period, the Business Relation shall not be permitted to use the Products for productive or operational purposes. Ricoh may demand at all times, in other words also if this has not been explicitly agreed, that the Business Relation shall perform a solid test of sufficient scale and substance with adequately qualified staff on (interim) results of the development work, and that the test results shall be reported to Ricoh in writing, clearly laid out and in an understandable way.
- 6.8 The Product shall be deemed accepted between the Parties:
- If no Acceptance Test has been agreed between the Parties: upon Delivery, or, if an Installation has been agreed in writing to be performed by Ricoh, upon completion of the Installation, or
 - If an Acceptance Test has been agreed between the Parties: on the first day after the test period, or
 - If, before expiry of the test period, Ricoh receives a test report as referred to in article 6.9: at the moment when the errors within the meaning of article 7.1 have been fixed, without prejudice to the presence of any imperfections which shall not prevent the Acceptance in accordance with article 6.10. By way of deviation, if the Business Relation makes any use of the Product for productive or operational purposes before the moment of an explicit Acceptance, the Product shall be deemed fully accepted as of commencement of that use.
- 6.9 If it turns out during the performance of the agreed Acceptance Test that the Product contains Defects that obstruct the progress of the Acceptance Test, the Business Relation shall Inform Ricoh immediately in writing and in detail, in which case the test period shall be interrupted until the Product has been adjusted such that the said obstruction has been eliminated.
- 6.10 Acceptance of the Product cannot be withheld on other grounds than those related to the specifications explicitly agreed between the Parties and furthermore not caused by the occurrence of minor errors, being errors that do not reasonably prevent such operational or productive utilization of the Product, all this without prejudice to the obligation of Ricoh to repair such minor errors within the scope of the guarantee regime, if applicable. Furthermore, acceptance cannot be withheld with respect to aspects of the Product that can only be assessed subjectively, such as the design of user interfaces.
- 6.11 If the Product is delivered and tested in phases and/or parts, non-acceptance of a specific phase and/or part shall not affect a possible Acceptance of an earlier phase and/or another part.

Art. 7 Defect and complaint periods

- 7.1 A Defect is at stake if, due to a product feature that cannot be attributed to the Business Relation, the Product does not meet the agreed specifications.
- 7.2 As soon as possible - in any event within ten (10) Business Days - after Ricoh has discovered or reasonably should have discovered the Defect in the deliverable (Product and/or Service), the Business Relation shall report such Defect to Ricoh in writing or by telephone during Office Hours, to the numbers and/or addresses specified in the Agreement.
- 7.3 If a Defect is reported by telephone, the Business Relation shall immediately confirm this by e-mail.
- 7.4 If a complaint is well-founded, Ricoh shall fulfil its obligations after all in accordance with the agreement, unless this has become impossible.
- 7.5 Objections against an invoice of Ricoh must be submitted in writing by the Business Relation to Ricoh within thirty (30) days after the date of invoice.
- 7.6 Even if the Business Relation complains in time, its payment obligation shall remain applicable.
- 7.7 The Business Relation can no longer rely on a Defect in the deliverable after the Business Relation has discovered or reasonably should have discovered the Defect without submitting a protest to Ricoh within the periods specified in this article.

Art. 8 Guarantee

- 8.1 Ricoh shall provide Products and/or Services which are in accordance with the provisions in the Agreement. The Business Relation is held to make use of the Products in accordance with the manuals accompanying such Products. In case of correct use, the delivered Products shall have the functionalities set forth in the technical information of the manufacturer concerned at the time of Delivery. Ricoh shall never accept liability for any damage caused by improper use.

Equipment

- 8.2 Ricoh warrants the quality of its produced and delivered Equipment, which is why Ricoh gives a guarantee on its Equipment during a period of one (1) year after Delivery or Installation. Within this scope Ricoh only has the obligation, at its discretion, to repair or replace the Equipment in the event of a Defect. If it turns out that repair would be unfair to ask and if no similar Equipment is available, Ricoh shall reimburse the purchase amount to the Business Relation within thirty (30) days. The aforementioned period shall commence at the moment of Delivery and shall not be extended by any repair or replacement. If and insofar as any Equipment delivered by Ricoh has been produced by a third party, it shall be subject to the manufacturer's guarantee given by the manufacturer to Ricoh.
- 8.3 The guarantee shall apply mutatis mutandis to any defects primarily caused by improper Installation by Ricoh.
- 8.4 The guarantee shall lapse if the Defect is not reported to Ricoh in writing within ten (10) Business Days after its discovery.
- 8.5 The guarantee shall lapse in the following cases:
- In the event of normal wear and tear, improper, careless or incompetent use, repair, cleaning or maintenance work or other careless handling and/or transport, dropping or bumping, incompetent connection and/or disconnection of the Equipment, or changes, adjustments or repair work performed by the Business Relation;



- b. If used for other purposes than the purpose for which the Equipment is meant or suitable, or in case of excessive use, as well as during the use of materials that do not meet the specifications, or if the Equipment is used with unsuitable or with the wrong accessories;
 - c. If the Business Relation fails to report its complaint to Ricoh in time and/or properly;
 - d. If and insofar as the Defect is caused by exterior causes (for instance fire damage, water damage or lightning damage, damage caused by moisture action or other external causes or disasters) including but not limited to a breakdown in telephone connections, internet connections and similar connections;
 - e. If the Business Relation is unable to produce a purchase invoice stating the type and serial number of the Equipment;
 - f. If the Equipment is not equipped with a serial number placed by the manufacturer.
- 8.6 The following shall not be covered by the guarantee:
- a. Consumption Goods, glass plates, cables, and connection cables;
 - b. Worked hours, repositioning, and consumption materials in the event of maintenance;
 - c. Data conversion that is necessary because of repair or replacement.
- 8.7 Work and costs of repair outside the scope of this guarantee shall be invoiced by Ricoh in accordance with its usual rates.

Software & Software as a Service

- 8.8 Ricoh shall make its best effort to fix any errors in the Software and/or SaaS within a reasonable period if reported to Ricoh in writing with a detailed description within a period of one (1) month after Delivery, or, if an Acceptance Test has been agreed between the Parties, within three months after Acceptance. Ricoh does not warrant that the Software and/or SaaS shall function without any interruptions, errors or other Defects, or that all errors and other Defects shall be improved. As the occasion arises, Ricoh (or its SaaS Partner) may postpone the repair of the Defects until a new version of the Software is brought into use. The repair shall be carried out free of charge, unless the Software has been developed on orders of the Business Relation other than at a fixed price, in which case Ricoh shall invoice the costs of repair in accordance with its usual rates. Ricoh may invoice the costs of repair in accordance with its usual rates in case of user errors on the part of the Business Relation or other causes that cannot be attributed to Ricoh, or if the errors could have been established during the performance of the agreed Acceptance Test. Repair of any mutilated data or data gone lost is not covered by the guarantee. The guarantee obligation shall lapse if the Business Relation makes changes or has changes made to the Software without the written consent of Ricoh.
- 8.9 Ricoh shall make an effort but cannot guarantee that the Software and/or SaaS made available shall be adjusted in time to changes in relevant legislation.
- 8.10 Any defects shall be repaired on a location to be determined by Ricoh. Ricoh is entitled to implement temporary solutions or workarounds or problem-avoiding restrictions in the Software.
- 8.11 Ricoh is not responsible for checking the accuracy and completeness of the results of the services and the data generated by making use of the SaaS Services. The Business Relation itself shall regularly check the results of the services and the data generated by making use of the SaaS Services.

Computer Service

- 8.12 If and insofar as necessary or desirable, and if any Defects in the results of the Computer Service are directly caused by Products, Software, data carriers, procedures or operating routines for which Ricoh is explicitly responsible pursuant to the Agreement, Ricoh shall repeat the Computer Service in order to fix these imperfections, provided that the Business Relation reports the imperfections to Ricoh in writing and with a detailed description as soon as possible, but at the latest within one week after obtaining the results of the Computer Service. Only if Defects in the Computer Service are attributable to Ricoh, the repeated service shall be carried out free of charge. If Defects cannot be blamed on Ricoh and/or if the Defects are caused by errors or imperfections on the part of the Business Relation, such as submission of improper or incomplete data and/or information, Ricoh shall invoice the costs of a possible repeated service to the Business Relation in accordance with its usual rates. If, in the opinion of Ricoh, repair of Defects that can be blamed on Ricoh is technically or reasonably impossible, Ricoh shall credit the amounts payable by the Business Relation for the Computer Service concerned without having any further or other liability vis-à-vis the Business Relation. No other rights shall fall to the Business Relation because of any Defects in the Computer Service than those set forth in this guarantee regime.

Fixed and mobile telecom networks

- 8.13 Ricoh does not warrant uninterrupted availability of the fixed and mobile telecom networks.

VC Services

- 8.14 Even though Ricoh strives for 24/7 availability of the VC Services, it cannot guarantee uninterrupted availability of its communications platform and/or the VC Services.
- 8.15 Ricoh is not responsible for checking the accuracy and completeness of the results of the services and the data and information generated by making use of the VC Services. The Business Relation itself shall regularly check the results of the services and the data generated by making use of the VC Services.

Art. 9 Access and Control

- 9.1 During normal Office Hours, the Business Relation shall at all times give any person(s) appointed by Ricoh access to the location of the Product(s) in order to establish compliance by the Business Relation with all of its obligations under the Agreement, in order to be able to perform the control or repair and maintenance work deemed necessary by Ricoh and/or in order to regain possession of the Product.
- 9.2 The Business Relation shall render all cooperation and make all Documentation and other information available in order to enable Ricoh to overcome any Defects and to deliver the Products as well as maintenance and support.

Art. 10 Manner of use

- 10.1 The Business Relation must use the Product in accordance with the Licences, manuals and product descriptions coming with the Product.
- 10.2 The Business Relation shall exclusively use the Product for business purposes and in accordance with the recommendations of the manufacturer.
- 10.3 The Business Relation is not permitted to remove any Equipment from the location where it is installed, except with the written prior consent of Ricoh. If the Equipment is relocated or repositioned by Ricoh at the request of the Business Relation, Ricoh shall invoice any costs involved to the Business Relation, which costs shall be determined based on the applicable relocation cost table per group weight of Ricoh at that moment. Installation or de-installation shall be invoiced based on post costing.



- 10.4 The Business Relation acknowledges that any damage caused by repositioning of Equipment by the Business Relation shall be compensated, unless Ricoh or a party acting on directions of Ricoh takes care of the repositioning concerned. Furthermore, repositioning by the Business Relation shall invalidate the guarantee on the Equipment.
- 10.5 If any Equipment is repositioned during the term of the Agreement, Ricoh shall have the right to adjust the Service Fees, the costs of Consumption Goods and expenses in order to cover any cost increase of delivery of the Services caused by such repositioning.
- 10.6 The Business Relation shall make recent back-ups of all data and take appropriate security measures - such as installation of anti-virus software and a firewall - and other required precautionary measures in order to protect the systems of its enterprise.
- 10.7 Consumption Goods are sufficient to produce the determined number of Prints during normal use. The use of Consumption Goods is subject to a 'fair use policy', meaning that if the Business Relation orders and/or uses more Consumption Goods than reasonably necessary for the production of the predetermined number of Prints, Ricoh shall be entitled to invoice extra costs for this. Such a situation shall only be at stake if the use of Consumption Goods exceeds - by more than ten (10) percent - the volume of Consumption Goods which is reasonably required for the achieved print volume. Ricoh has the right to invoice the Consumption Goods in excess of the aforementioned ten (10) percent at current-market rates. With @RemoteService, Ricoh can punctually and automatically send toners and cartridges to the Business Relation. Additional service levels must be laid down by the Parties in a further Service Level Agreement.
- 10.8 The number of Prints made on the delivered Equipment is subject to a 'fair use policy', meaning that if the number of Prints made by the Business Relation under the Agreement deviates substantially from the predetermined expected number of Prints, Ricoh shall be entitled to invoice extra costs for this. Such a situation shall only be at stake if the number of Prints made (i) is more than ten (10) percent lower than the predetermined expected number of Prints, or (ii) is lower than the minimum or is higher than the maximum technical printing capacity of the Equipment, being the minimum number of Prints determined by the manufacturer that must be produced on a Device in order to let it function properly. If (i) is the case, Ricoh shall be entitled to adjust the Print Price, it being understood that the adjusted Print Price shall be based on the average number of produced Prints in at least the preceding six (6) months, and if (ii) is the case, Ricoh shall be entitled to invoice the minimum technical printing capacity or to invoice the extra costs in the event of overstepping the maximum technical printing capacity.
- 10.9 The Print Prices issued by Ricoh are based on the ratio between black and white/colour prints within the predetermined expected number of Prints. If the ratio between black and white/colour prints deviates by more than ten (10) percent from the predetermined expected ratio, Ricoh shall be entitled to invoice extra costs for this. In that case, Ricoh has the right to adjust the Print Price, it being understood that the adjusted Print Price shall be based on the average ratio between black and white/colour prints in at least the preceding six (6) months.
- 10.10 Ricoh shall not implement any price changes based on the previous paragraphs during the first six (6) months of the Agreement, but is entitled to implement such price changes with retrospective effect on the first six (6) months. The Parties shall consult with each other beforehand in order to investigate the cause of the increased use of Consumption Materials or the deviating number of produced Prints or the ratio thereof.

Art. 11 Intellectual or industrial property rights

- 11.1 All intellectual or industrial property rights to the Products, Services, websites, data files or other materials developed or made available by virtue of the Agreement such as analyses, designs, Documentation, reports, quotations, as well as preparatory material thereof, rest exclusively with Ricoh or its licensors. The Business Relation shall exclusively acquire the rights of use explicitly assigned by these terms and conditions, the Agreement and/or the law.
- 11.2 If the Parties agree in writing that any intellectual or industrial property rights concerning Products, Services, websites, data files or other materials specifically developed for the Business Relation shall pass to the Business Relation, this shall not affect the power of Ricoh to apply and commercialize the parts, general principles, ideas, designs, Documentation, works, programming languages et cetera forming the basis of the development of such intellectual or industrial property rights, without any limitation for other purposes, whether for its own benefit or for the benefit of third parties, nor shall a transfer of intellectual or industrial property rights affect the right of Ricoh to take up developments for its own benefit or for the benefit of third parties which are similar to the developments made for the benefit of the Business Relation.
- 11.3 The Business Relation is not permitted to remove or change any signs concerning copyrights, brands, trade names or other intellectual or industrial property rights of Products, Services, websites, data files or other materials aforementioned, including but not limited to signs regarding the confidential nature of such Products, Services, websites, data files or other materials.
- 11.4 Ricoh is permitted to take technical measures for the protection of the Products or Services or in view of any agreed limitations to the duration of the right to use the Products or Services. The Business Relation is not permitted to remove or evade such a technical measure. If the Business Relation cannot make a backup of Software as a result of security measures, Ricoh shall make a backup available to the Business Relation upon request.
- 11.5 Unless Ricoh makes a backup of Software available to the Business Relation, the Business Relation may make one backup of the Software, which may be exclusively used for the protection against involuntary loss or damage. The backup shall be installed only after involuntary loss or damage. Each backup must be equipped with the same labels and signs of rights of industrial or intellectual property and of the confidential character thereof as on the original copy.
- 11.6 Ricoh shall indemnify the Business Relation against any third-party claims based on the allegation that Products, Services, websites, data files or other materials developed by Ricoh itself infringe an intellectual or industrial property right applicable in the Netherlands, on the condition that the Business Relation shall immediately notify Ricoh in writing of the existence and contents of the legal action and shall leave the handling of the case, including but not limited to reaching any amicable settlements, fully to Ricoh. For this purpose, the Business Relation shall grant Ricoh the necessary powers of attorney, information and cooperation to defend itself against such lawsuits, if necessary in the name of the Business Relation. This indemnification obligation shall lapse if the reproached infringement is related to (i) materials made available to Ricoh by the Business Relation for the use, treatment, processing or incorporation, or (ii) changes made by the Business Relation in the Products, website, data files or other materials or made by third parties on orders of the Business Relation. If it is established beyond any doubt in a court of law that the Products, Services, websites, data files or other materials developed by Ricoh themselves pose an infringement of any third-party intellectual or industrial property right or if in the opinion of Ricoh there is a reasonable chance that such an infringement shall occur, Ricoh shall see to it, where possible, that the Business Relation can continue using the delivered - or functionally equivalent alternative - Products, Services, websites, data files or the other materials concerned without interruption, for instance by adjustment of the infringing parts or by acquisition of a right of use for the benefit of the Business Relation. If Ricoh in its exclusive opinion cannot ensure - or only in a manner that poses an unreasonable (financial) burden on Ricoh - that the Business Relation can continue to use the delivered product and/or service without interruption, Ricoh shall recall the delivered product and/or service against crediting the acquisition costs after withholding a reasonable service fee. Ricoh shall not make its choice within this scope except after consultations with the Business Relation. Any other or further-reaching liability or indemnity obligation on the part of Ricoh caused by violation of intellectual or industrial property rights of a third party shall be fully excluded.



- 11.7 The Business Relation shall indemnify Ricoh against any third-party claims based on alleged infringement caused by the use of the delivered Products, Services, websites, data files or materials (i) in a form that is not modified by Ricoh, (ii) in connection with goods or Software not delivered or supplied by Ricoh, or (iii) on another manner than for which such Products, Services, websites, data files or other materials were developed or designated.
- 11.8 The Business Relation warrants that no third-party rights oppose availability to Ricoh of goods, material designated for websites (visual material, text, music, domain names, logos, et cetera), data files, or other materials, including but not limited to design material, with the purpose of use, processing, Installation or incorporation. The Business Relation shall indemnify Ricoh against any (legal) action based on the allegation that such availability, use, processing, installation or incorporation poses an infringement of any third-party right.
- 11.9 The EULA of the supplier of Software shall be deemed fully accepted without any changes in case of use thereof by the Business Relation.
- 11.10 The source code of the Software and the technical Documentation created during the development of the Software shall not be made available to the Business Relation. The Business Relation acknowledges that the source code has a confidential nature and contains business secrets of Ricoh.
- 11.11 Immediately after termination of the right to use the Software, the Business Relation shall return to Ricoh all copies of the Software in its possession or have such copies uninstalled by Ricoh at the expense of the Business Relation. If the Parties have agreed that the Business Relation shall destroy the copies concerned upon termination of the right of use, the Business Relation shall report such destruction immediately to Ricoh in writing. Ricoh has the right to perform an inspection to establish whether destruction or uninstallation has taken place.

Art. 12 Processing (personal) data

- 12.1 Ricoh processes (personal) data exclusively on orders of the Business Relation for the purpose for which such data were submitted.
- 12.2 During the processing, Ricoh shall at all times respect the confidential nature of (personal) data and shall observe confidentiality, unless publishing of such (personal) data is mandatory under a statutory obligation.
- 12.3 In order to secure the non-disclosure of the (personal) data, Ricoh shall take appropriate measures in a technical as well as in an organisational sense.
- 12.4 If Ricoh processes (personal) data on orders of the Business Relation, the Business Relation shall enter into a data processing agreement with Ricoh in accordance with the guidelines of the Dutch Data Protection Authority ("DPA") and in accordance with the General Data Protection Regulation ("GDPR").
- 12.5 If Ricoh engages third parties during the processing of (personal) data, Ricoh shall do so exclusively after the written consent of the Business Relation.
- 12.6 Ricoh shall also make and lay down the arrangements with the third party with respect to the security of (personal) data between the Business Relation and Ricoh in a (sub-) data processing agreement.
- 12.7 The Business Relation warrants that it shall handle all exchanged (personal) data in the same manner with due observance of non-disclosure. The Business Relation warrants vis-à-vis Ricoh that the data has not been wrongfully obtained, processed and saved and that such data do not pose any infringement of third-party rights.
- 12.8 Except where specific requirements have been agreed concerning data protection, Ricoh and the Business Relation shall give due observance to the state of technology, the sensitive nature of the data, the costs, and shall take the technical and organisational measures specified in the GDPR in order to protect the (personal) data of the Business Relation.
- 12.9 Ricoh shall, as much as possible in a technical sense, cooperate towards the obligations to be fulfilled by the Business Relation. The costs involved in this cooperation are not included in the agreed prices and fees of Ricoh and shall be fully borne by the Business Relation.

Art. 13 Third-Party Products

- 13.1 If and insofar as Ricoh delivers Third-Party Products to the Business Relation, the terms and conditions and EULA of such third parties shall be applicable regarding such Products, after disregarding and by way of supplement to the provisions in these General Terms and Conditions deviating therefrom. The Business Relation accepts the said terms and conditions and third-party EULA. The said terms and conditions and EULA shall be made available by Ricoh in digital form on <http://www.ricoh.nl/support/eula>, and Ricoh shall submit these to the Business Relation free of charge at its request. If and insofar as the said terms and conditions of third parties are deemed or declared inapplicable to the relationship between the Business Relation and Ricoh on whatever ground, the provisions in these General Terms and Conditions shall remain in full force.
- 13.2 If and insofar as the Business Relation receives Software by virtue of the Agreement governed by the third-party Licence, in the event of any incompatibility between the terms and conditions concerned of third parties and these General Terms and Conditions, the terms and conditions of all possible Licences of third parties shall prevail. The Business Relation agrees that a licence agreement is applicable with respect to third-party Software between itself and the licensor concerned, and not between the Business Relation and Ricoh. The Business Relation agrees to indemnify Ricoh against any loss in connection with third-party Software.

Art. 14 Right of termination

- 14.1 Ricoh has the right to dissolve the Agreement immediately without requiring any judicial intervention or notice of default and to reassume possession of the Product at the expense of the Business Relation, if:
 - The Business Relation fails to fulfil any of the obligations arising from the Agreement, in particular if it fails to pay an invoice in time;
 - The Product is attached or removed from the factual control of the Business Relation;
 - A petition has been filed - or honoured - for bankruptcy or (a preliminary) administrative receivership or an administration order under the Dutch Debt Management (Natural Persons) Act on the part of the Business Relation;
 - The enterprise of the Business Relation is liquidated or the Business Relation shuts down its current enterprise;
 - The business or control of the enterprise of the Business Relation changes substantially.In the event of dissolution, Ricoh shall under no circumstances be held to any reimbursement of already received funds or to pay any damages.
In the event of bankruptcy of the Business Relation, the right to use the Product made available to the Business Relation shall lapse.
- 14.2 The Business Relation cannot terminate the fixed-term Agreement prematurely. Ricoh shall be entitled to prematurely terminate the Agreement which was entered into for a fixed term with due observance of a notice period of at least three (3) months.
- 14.3 All costs in connection with the recall of the Product in the event of termination shall be borne by the Business Relation.



- 14.4 Without prejudice to the right of Ricoh to full damages, the Business Relation shall owe a contractual penalty to Ricoh in the event of dissolution by Ricoh or premature notice of termination by the Business Relation of the fixed-term Agreement, which shall be equal to the total of all then unpaid instalments, fees and costs due, as well as the instalments, fees and costs which would have been due if the Agreement had not been terminated. The said fees and costs shall be invoiced based on the average over the past term of contract.
- 14.5 Without prejudice to the right of Ricoh to rely on dissolution (after all), Ricoh shall have the right to terminate the Agreement on grounds falling to Ricoh by virtue of the law, including but not limited to pursuant to Section 39 Dutch Bankruptcy Act.
- 14.6 If the Business Relation has already received deliverables for the implementation of the Agreement upon dissolution, such deliverables and the corresponding payment obligation shall not be subject to cancellation, unless the Business Relation proves that Ricoh is in default concerning such deliverables. Any amounts invoiced by Ricoh before the dissolution in connection with what it has already properly performed or delivered for the implementation of the Agreement shall remain fully payable with due observance of the provisions in the previous sentence and shall become immediately payable upon dissolution.
- 14.7 Provisions from the Agreement and/or these General Terms and Conditions which are meant to survive also after termination of the Agreement, including but not limited to the provisions regarding non-disclosure, liability, intellectual property rights, applicable law, and jurisdiction, shall remain in force also after termination.
- 14.8 An Agreement which has been entered into for an indefinite term may be terminated by the Parties with due observance of a notice period of at least three (3) months.

Art. 15 Liability

- 15.1 Ricoh excludes any liability for damage, arising from an attributable failure to perform, tort, or other legal ground, unless such a liability is covered by its third-party liability insurance (with a capped annual insurance cover). In this last case, the liability of Ricoh shall be limited to what is actually paid out under its third-party liability insurance, and any deductible shall be charged to the Business Relation.
- 15.2 The liability of Ricoh caused by an attributable failure to perform an Agreement shall in any event occur only if the Business Relation immediately and properly puts Ricoh into default in writing, in which a reasonable period shall be granted to overcome the failure to perform, and if Ricoh still attributably fails to perform in the fulfilment of its obligations even after that period. The notice of default must contain a description of the failure to perform as complete and detailed as possible, so that Ricoh shall be able to respond adequately.
- 15.3 Even if any of the other liability limitations is not upheld or if its insurer does not proceed to payment on whatever ground, the total liability of Ricoh shall be limited to compensation of direct damage subject to a maximum of the sum of the amounts invoiced by Ricoh per event and per year in the past twelve (12) months for the damage-causing event under the Agreement, subject to a maximum of EUR 500,000 per event and EUR 1,000,000 per year.
- 15.4 Any liability of Ricoh for indirect damage, consequential damage, loss of profit, loss of savings, decreased goodwill, damage caused by business stagnation, damage caused by claims of business relations of the Business Relation, mutilation or loss of data, damage in connection with the use of matters, materials or third-party Software prescribed by the Business Relation to Ricoh, damage in connection with engaging suppliers prescribed by the Business Relation to Ricoh and all other forms of damage than those specified in article 15.3, by whatever virtue, is excluded.
- 15.5 The said limitations of liability shall become invalid if and insofar as the damage is caused by gross negligence or wilful misconduct on the part of Ricoh.
- 15.6 The Business Relation shall indemnify Ricoh against all and any third-party claims including but not limited to the claims of persons whose personal data are registered or being processed within the scope of a register of personal data kept by the Business Relation, or for which it is otherwise responsible, as compensation of damage (partly) caused by or in connection with the Product or the use of the Product or its condition, unless the Business Relation proves that the events causing the claim are exclusively attributable to Ricoh.
- 15.7 The Business Relation shall indemnify Ricoh against all and any third-party claims for product liability due to a Defect in a Product delivered by the Business Relation to a third party which also consisted of any Product(s) delivered by Ricoh, except where the Business Relation proves that the damage is caused by the specified Product(s).

Art. 16 Force majeure

- 16.1 None of the Parties is held to fulfil any obligation if prevented from doing so by force majeure. Force majeure shall also include force majeure on the part of Suppliers of Ricoh.
- 16.2 Force majeure on the part of Ricoh refers to any circumstance which Ricoh could not reasonably avoid or prevent and which obstructs the normal implementation of the Agreement(s) concluded with the Business Relation, including but not limited to: strike, government measures, transport problems, delay or impossibility to supply - and damage to or defects in - assets of Ricoh which are essential for the assignment, unforeseeable stagnation among suppliers or other third parties on whom Ricoh depends. Improper fulfilment of obligations of suppliers prescribed by the Business Relation to Ricoh as well as inadequacy of goods, materials, third-party Software whose use is prescribed by the Business Relation to Ricoh
- 16.3 In the event of prevention to implement the provisions in the Agreement due to a non-attributable failure to perform on the part of Ricoh, Ricoh shall be entitled to either suspend the implementation of the Agreement for a term of up to three months, or to dissolve the Agreement in whole or in part, without compelling Ricoh to pay any damages.
- 16.4 In that case, any already performed deliverables pursuant to the Agreement shall be paid proportionately, without the Parties owing each other any other amounts.
- 16.5 Ricoh also has the right to rely on force majeure if the circumstance occurs that prevents any (further) fulfilment after Ricoh should have met its commitment.

Art. 17 Confidential data and takeover of staff

- 17.1 All documents submitted by Ricoh, such as reports, expert opinions, designs, sketches, drawings, Software, et cetera are exclusively designated to be used by the Business Relation and may not be multiplied, published, or made known to third parties by the Business Relation without the prior consent of Ricoh, unless this refers to a part of the Agreement with the Business Relation.
- 17.2 Each of the Parties warrants that all data received from the other Party of which one knows or ought to know that they have a confidential nature shall remain undisclosed, unless a statutory obligation prescribes publishing of such data. The Party receiving such confidential data shall only use this for the purpose for which they were submitted.
- 17.3 During the term of the Agreement as well as one year after termination thereof, each of the Parties shall only employ or otherwise hire employees of the other Party who are or have been involved in implementation of the Agreement, directly or indirectly, after the prior written consent of the other Party. As the occasion arises, Ricoh shall not withhold the consent concerned if the Business Relation has offered an appropriate indemnification.



Art. 18 Applicable law and jurisdiction clause

- 18.1 The Agreement concluded with Ricoh is exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is precluded.
- 18.2 All and any disputes arising from the Agreement concluded with Ricoh shall exclusively be brought before of the court with jurisdiction in the Court District of Oost-Brabant. Ricoh has the right to initiate legal proceedings before the District Court which would have jurisdiction for lack of the provisions in the previous sentence.



Chapter 3. Terms and Conditions of Sale and Delivery

Art. 19 General

- 19.1 The provisions stated in this chapter 'Terms and Conditions of Sale and Delivery', in addition to chapter 2 'General Provisions' from these General Terms and Conditions, are applicable if Ricoh sells Products to the Business Relation. In the event of any incompatibility, the provisions in this chapter 'Terms and Conditions of Sale and Delivery' shall prevail.

Art. 20 Subject matter

- 20.1 The Business Relation purchases from Ricoh, and Ricoh sells to the Business Relation, Products specified in the Agreement and in accordance with the provisions of these General Terms and Conditions.

Art. 21 Reservation of title

- 21.1 All Products delivered to the Business Relation shall remain the property of Ricoh until the Business Relation has fully paid to Ricoh all amounts payable pursuant to the Agreement, inclusive of any payable (commercial) interest and surcharge clauses.
- 21.2 A Business Relation acting as reseller may sell all Products subject to the reservation of title of Ricoh and shall be entitled to onward delivery if and insofar as this is common practice within the scope of its normal business operations. If the Business Relation (also) establishes a new business from Products delivered by Ricoh, the Business Relation shall only establish that business for Ricoh and the Business Relation shall maintain the newly established business for Ricoh until the Business Relation has paid all amounts payable by virtue of the Agreement, in which case Ricoh shall own all property rights of the newly established business until the moment of full payment by the Business Relation.



Chapter 4. Lease Terms and Conditions

Art. 22 General

- 22.1 The provisions stated in this chapter 'Lease Terms and Conditions', in addition to chapter 2 'General Provisions', are applicable if Ricoh rents out Equipment and/or Software to the Business Relation. In the event of any incompatibility, the provisions in this chapter 'Lease Terms and Conditions' shall prevail.

Art. 23 Subject matter

- 23.1 The Business Relation rents from Ricoh, and Ricoh rents out to the Business Relation, any Equipment and/or Software specified in the Agreement and in accordance with the provisions of these General Terms and Conditions.
- 23.2 Ricoh shall perform the Servicing of the Equipment and/or Software specified in the Agreement in accordance with the provisions of the 'Basic Service & Support Terms and Conditions' (Chapter 6), in which rates are specified separately.

Art. 24 Property right and use

- 24.1 The Equipment, including all accessories, howsoever named, shall remain the property of respectively rests with Ricoh and/or its associated third parties.
- 24.2 The Business Relation is held to grant anyone who wishes to exercise any right to or concerning the Equipment immediate access to the Agreement with Ricoh, in particular in the event of an attachment by the debt collector of taxes, in order to point out that the Equipment is the property of Ricoh, as well as to notify Ricoh immediately in writing. The Business Relation shall be liable for the damage suffered by Ricoh for failure to properly fulfil this provision.
- 24.3 Any necessary or desired changes to the Equipment and/or the Software may exclusively be made by Ricoh.
- 24.4 In all cases (even if consent has been granted by Ricoh) the Business Relation shall be held to reverse any changes that it has made to the Equipment and/or the Software upon termination of the Agreement with a lease option and to reset the Equipment and/or the Software to the previous status.
- 24.5 The Business Relation shall not permanently connect the Equipment to any movable or immovable property howsoever.
- 24.6 The Business Relation is not permitted to convert, swap or otherwise exchange any Equipment during the term of the Agreement, unless otherwise agreed or otherwise evidenced from these General Terms and Conditions.

Art. 25 Termination of the Agreement

- 25.1 The Business Relation is held to make the Equipment available to Ricoh in good and complete working order upon termination of the Agreement.
- 25.2 Return transport shall be invoiced, which costs shall be determined based on the transport cost table per group weight then applicable at Ricoh. The not yet consumed consumption materials shall remain the property of Ricoh and must be returned to Ricoh upon termination of the term of this Agreement.
- 25.3 If the Business Relation refuses to make the Equipment available to Ricoh upon termination of the Agreement, the Business Relation shall immediately forfeit a penalty of EUR 100 per Device per day for each day that the Equipment is not handed over, with a maximum of EUR 5,000 per Device.
- 25.4 After expiry of the Agreement and/or return of the Equipment, Ricoh shall see to the removal or rendering inaccessible of all (customer-related) information still available on the Equipment by formatting the hard disk inside the Equipment. If the Business Relation wishes this to be documented by means of certificates generated per wiped hard disk and/or per group of wiped hard disks, this may be carried out based on rates determined by Ricoh.

Art. 26 Insurance

- 26.1 The Business Relation must: (i) take out an insurance for the Equipment at its own expense from an insurer with good reputation for all possible damage events without unusual franchise or limitation for the full replacement value, (ii) produce evidence of this insurance upon request, (iii) inform Ricoh or its third-party insurer of each damage event, (iv) retain the paid amount received by the Business Relation for the Equipment for Ricoh or its third-party insurer, and (v) specify Ricoh's interest as owner of the Equipment and beneficiary of any insurance payment in the insurance policy.
- 26.2 If the Business Relation fails to send proof of adequate insurance for the Equipment, Ricoh shall take out an insurance policy (at its own choice) for the Equipment and shall charge the price thereof to the Business Relation. Ricoh shall share the contact data of the Business Relation with its third-party insurer in view of taking out an adequate insurance cover. The insurance payments shall never exceed 6% of the monthly fee for the Equipment. The insurance payments shall be payable until the Business Relation has made proof available evidencing that an adequate alternative insurance has been taken out for the Equipment. Through acceptance of these General Terms and Conditions, the Business Relation gives its approval for the insurance payments and accepts its liability to pay these.
- 26.3 If a damage event occurs with respect to the Equipment, the Business Relation must notify Ricoh in writing as soon as possible of any damage to or loss of the Equipment and must submit a correct, complete and accurate statement, as well as all other information necessary for the support of the damage event, to the third-party insurer. The Business Relation must take all necessary measures in order to prevent any further loss or damage. If the Business Relation fails to fulfil its obligations, the Business Relation shall be liable for all and any resulting damage.
- 26.4 Ricoh may use the insurance payment (at its discretion) for repair or replacement of the Equipment, or for the payment of any amount payable to Ricoh pursuant to the Agreement.
- 26.5 Ricoh has the right to share data (including but not limited to personal data) with its third-party insurer in connection with the Agreement, with due observance of what is laid down in these General Terms and Conditions. The Business Relation agrees to this.

Art. 27 Short-term lease

- 27.1 The provisions stated in this article 'Short-term lease' are applicable if Ricoh rents out Refurbished Equipment to the Business Relation with a term of contract of up to twelve (12) months (short-term lease).
- 27.2 The term of the Agreement amounts to the number of days/weeks/months stated in the Agreement and commences after the Equipment has been installed. The Agreement shall be renewed after the initial period by one (1) day each time unless any of the Parties gives notice of termination of the Agreement by the end of a period. The Agreement shall in any event terminate after a term of twelve



(12) months and subsequently cannot be (automatically) extended. If the Business Relation gives notice of termination of the Agreement by the expiry date by telephone, the termination shall only be lawful if the Business Relation confirms this in writing to Ricoh the same day or at the latest the next day.

- 27.3 In case of a rented Device, Ricoh may once only deliver a tray along, with extra toner, staples, cables and other materials which the Business Relation can use during the lease period. After expiry of the lease period, this tray must be returned to Ricoh, including any unused materials. If the tray is not returned by the Business Relation within fourteen (14) days after expiry of the Agreement, an amount of EUR 75 shall be invoiced to the Business Relation once only.
- 27.4 In case of a lease period of three (3) months or less, all fees payable by the Business Relation shall be invoiced as a lump sum upon termination of lease period. If the duration of the lease period is more than three (3) months, the fixed rent shall be invoiced in the month following a period of three (3) months. The costs of additional Prints shall be invoiced to the Business Relation at the end of the lease period.



Chapter 5. Trial and Free Loan Terms and Conditions

Art. 28 General

- 28.1 The provisions stated in this chapter 'Trial and Free Loan Terms and Conditions', in addition to chapter 2 'General Provisions', are applicable if Ricoh gives Products on trial or in free loan to the Business Relation. In the event of any incompatibility, the provisions in this chapter 'Trial and Free Loan Terms and Conditions' shall prevail.

Art. 29 Subject matter

- 29.1 Ricoh gives Products specified in the Agreement on trial or in free loan to the Business Relation, which trial or free loan the Business Relation accepts from Ricoh.
- 29.2 The purpose of the Agreement is that the Business Relation can establish beyond any doubt that the Product meets the requirements that it has set or that the Products shall be made available by Ricoh within the scope of sponsoring.

Art. 30 Ownership

- 30.1 The Products given in free loan or on trial by Ricoh to the Business Relation shall remain the property of Ricoh.

Art. 31 Term and termination of the Agreement

- 31.1 The Agreement shall commence on the date of Installation of the Product and shall remain valid during the period stated in the Agreement.
- 31.2 If the Acceptance Criteria set forth in the Agreement are not met, the Business Relation shall be entitled to cancel the Agreement free of charge during this trial period, at the latest before the end of the agreed trial period. The cancellation must be effected by registered letter.

Art. 32 Servicing

- 32.1 Ricoh shall provide the **Servicing** of the Products specified in the Agreement in accordance with the provisions of the Basic Service & Support Terms and Conditions.

Art. 33 Risk

- 33.1 Ricoh shall take out and maintain an insurance for the Products specified in the Agreement in its capacity as owner and at its own expense, except in the event of wilful intent or negligence on the part of the Business Relation, against all kinds of risks such as for instance damage caused by water, fire and theft. In all cases, the liability of Ricoh shall be limited to direct damage.



Chapter 6. Basic Service & Support Terms and Conditions

Art. 34 General

- 34.1 The provisions stated in this chapter 'Basic Service & Support Terms and Conditions', in addition to chapter 2 'General Provisions' of these General Terms and Conditions, are applicable if Ricoh and the Business Relation have entered into an agreement concerning, inter alia, the delivery of Servicing. In the event of any incompatibility, the provisions in this chapter 'Basic Service & Support Terms and Conditions' shall prevail.

Art. 35 Business Service Centre

- 35.1 The Business Service Centre of Ricoh is the central desk where Service Requests must be reported, if and insofar as falling within the scope of Basic Service & Support Terms and Conditions.
- 35.2 In order to accomplish a quick solution, it is necessary that a trained employee of the Business Relation can be reached for possible questions. Where necessary, the Business Relation shall give access to the room(s) where the Product is installed.

Art. 36 On-Site support

- 36.1 For support on site at the Business Relation, call-out charges shall be invoiced, in addition to the hours spent per call.
- 36.2 Management of the Infrastructure and any other present Software, including but not limited to operating system, SQL server or virus scanner on the server of the Business Relation, falls outside the scope of the Agreement. Fixing problems in the Products of Ricoh, caused by the Business Relation in connection with changes in used operating systems, Hardware, and networks, can be carried out within the scope of the Agreement based on a best efforts obligation. Performed work shall be invoiced from the available balance of Support Hours or based on post costing.

Art. 37 Remote Support

- 37.1 In order to be able to carry out Remote support, a direct connection is necessary with the application server(s) and/or print server(s) at the business relation.
- 37.2 For Remote support by means of a VPN or WebEx connection via firewall, whether or not based on existing facilities of the Business Relation, the terms and conditions shall apply as stated in this article.
- 37.3 Ricoh and the Business Relation shall mutually observe the utmost due care when applying Remote support concerning:
- Protection of automated processes against incidents that may disrupt the continuity thereof;
 - Protection of data files and computer programmes against mutilation and unauthorized use and limitation of damage in the event of discontinuity mutilation or unauthorized use.
- 37.4 By signing the Agreement, the Business Relation agrees to the facilities for Remote support to be used by Ricoh.
- 37.5 If the Business Relation has defined a policy regarding the manner in which Remote support is permitted, the costs of Implementation and continuation of this policy shall be borne by the Business Relation.
- 37.6 Performed work shall be invoiced from the available balance of Support Hours or based on post costing.

Art. 38 Response Times

- 38.1 Preferably, Service Requests concerning Equipment shall be made through eService, and Service Requests concerning Software by telephone or by e-mail. The Business Service Centre of Ricoh is open for Service Requests and available on Business Days between 8:00 and 17:30 hours. Outside these hours, Service Requests can be made via eService or by e-mail. At the start of the next business day, such Service Requests shall be registered and addressed.
- 38.2 During Office Hours, a Service Request shall be registered within two (2) hours.

Art. 39 Hardware Service Terms and Conditions

General

- 39.1 The Agreement contains standard cover for the costs of replacement of parts and the performance of maintenance & repair work and consumption materials, with the exception, inter alia, of paper, stamps and staples.
- 39.2 The submitted consumption materials are sufficient to produce the determined number of Prints during normal use. The consumption materials submitted by Ricoh are only designated for use for the Equipment as specified in the Agreement. If the Business Relation orders more consumption materials than required for the production of the determined number of Prints, Ricoh shall be entitled to invoice extra costs for this.
- 39.3 Consumption Materials are ordered and delivered via @Remote through an automated process, and any deviations from this process must be specifically agreed and laid down.
- 39.4 After termination of the Agreement, the Business Relation must return all unused consumption materials to Ricoh. The Business Relation shall enable Ricoh to pick up such consumption materials from the location.
- 39.5 If Consumption Goods are included in the Service Fees, these must only be used in the Products. If more Consumption Goods are ordered than necessary to produce the number of Prints to be made during the Invoicing Period, Ricoh shall reserve the right to adjust the Service Fees containing such costs and/or to invoice a one-off extra fee to the Business Relation.
- 39.6 The contents and scope of the maintenance services to be performed by Ricoh and the possibly corresponding service levels shall be laid down in the Agreement between the Parties, for lack of which Ricoh must make its best effort to fix Malfunctions which have been properly reported by the Business Relation to Ricoh, within a reasonable period.

Technical Service

- 39.7 Ricoh, or a party designated by Ricoh, shall see to installation, fine-tuning and testing of the Equipment, or shall provide the Business Relation with information on how to bring the Equipment into use.
- 39.8 Ricoh shall keep the Equipment ready for operation and shall perform all required maintenance & repair work, for which purpose Ricoh shall make technical service staff available from Mondays to Fridays (except for public holidays) during normal Office Hours, within a reasonable period of time, in which Ricoh applies the principle of Next Business Day after a message from the Business Relation that the Equipment does not function properly. Ricoh may engage third parties for the performance of the work referred to in this article.



- 39.9 The Business Relation is held to take the appropriate measures so that the Equipment can be simply installed and serviced. With respect to the designated installation location and for the performance of maintenance, the Business Relation herewith declares to comply with the specifications stated in manual(s) coming with the Device, as well as with the instructions given by Ricoh. The Business Relation is responsible for the right choice and for timely and adequate availability of telecom facilities, including but not limited to the internet, except for facilities which are directly used and managed by Ricoh. Ricoh shall never accept liability for any damage or expenses caused by transmission errors, Malfunctions or non-availability of those facilities.
- 39.10 Ricoh shall engage all means to monitor the reliability of the data transferred within the scope of the @RemoteService and the availability of the @RemoteService, but cannot be held liable if the portal is not available. Ricoh shall submit a number of security means of the extranet site to the Business Relation, such as access codes and certificates. The Business Relation itself must see to the necessary means in order to maintain the desired security level, for instance via the protection of passwords.
- 39.11 Under the Agreement concerning, inter alia, Servicing, the replacement of parts and performance of maintenance & repair work shall not be done by the Business Relation; exceptions are damage and negligence on the part of the Business Relation leading to a reduction of the lifetime of (parts of) the Equipment and/or to expenses caused by improper use as well as to replacement of parts prone to wear and tear such as the staple heads and knives of the trimmer unit and/or crease trimmer unit.
- 39.12 In case of use by the Business Relation of parts, paper and consumption materials other than those supplied or approved by Ricoh, the Business Relation shall be held to compensate Ricoh for all and any resulting damage, and all claims of the Business Relation on Ricoh shall become invalid.
- 39.13 The Equipment made available by Ricoh which turns out to have Defects, other than due to causes attributable to the Business Relation, shall be repaired or replaced by Ricoh free of charge. The Defects concerned must be reported by the Business Relation to Ricoh within a reasonable period after discovery thereof.
- 39.14 Non-fulfilment or substandard fulfilment by Ricoh in the opinion of the Business Relation cannot be a ground for reduction of the Service Fees, a rent decrease, damages, or dissolution.
- 39.15 The **Servicing** shall be performed during the applicable Office Hours of Ricoh.

Exceptions to Technical Service

- 39.16 In accordance with the Service Level Agreement, Ricoh is not held:
- To fix damage and Malfunctions or to adjust substandard performance caused by Incorrect Use, incorrect Installation if and insofar as done by another party than Ricoh, or connection to incompetent Equipment or memory.
 - To repair damage caused by attempts of others than persons designated by Ricoh to repair or service Equipment.
 - To provide software support or maintenance to applications which do not come from Ricoh.
 - To fix damage or Malfunctions or to adjust substandard performance caused by the use of parts or consumption articles which do not come from Ricoh, or parts or consumption articles coming from Ricoh which are not meant for the Equipment concerned.
 - To fix damage or Malfunctions or to adjust substandard performance caused by the use of the Equipment in an environment that does not meet the specification of use stated in the Documentation.
 - To fix damage or Malfunctions or to adjust substandard performance after repositioning of the Equipment by another party than Ricoh or its designated third parties.
 - To repair accessories which are not purchased or originating from Ricoh.
 - To fix damage or Malfunctions caused by overstepping the maximum capacity.
 - To fix damage or Malfunctions caused by underrunning the minimum capacity.
- 39.17 At the request of the Business Relation, Ricoh shall fix the damage and Malfunctions referred to in the aforementioned paragraph, but the resulting costs of repair shall be invoiced separately to the Business Relation based on the usual hourly rate and material costs.

Art. 40 Software Service Terms and Conditions

Implementation

- 40.1 During the term of the Agreement, Ricoh has the right to perform an audit once per year on the System serviced by Ricoh on site at the Business Relation. If Ricoh makes use of this right, the Business Relation shall render its cooperation free of charge and shall give access for this purpose, based on a prior arrangement, to the workspace(s) concerned and the System of the Business Relation. After rounding off the audit, the Business Relation shall receive a copy of the audit report upon request, with conclusions and recommendations.
- 40.2 If the Business Relation terminates the Service Level Agreement and wishes to continue it on a later date, the Business Relation must update the System to the latest Release for its own account before such continuation can be effected.
- 40.3 Ricoh shall never accept any Basic Service & Support maintenance obligations for Equipment and/or Software drawn up or implemented outside the Netherlands, unless explicitly otherwise agreed in writing.
- 40.4 Only employees of the Business Relation authorized by Ricoh may lay claim on support by the Business Service Centre.

Software

- 40.5 Support in the form of a telephone helpdesk (for submission of Service Requests and questions regarding the use of the Solutions) is given during a maximum of 15 minutes (first-line support) per registered Service Request. After receipt of the report, Ricoh shall make its best effort to address the Service Request appropriately.
- 40.6 In the event of a Bug, Ricoh shall make its best effort to fix a Bug and/or to make improvements to the Software. Ricoh shall determine the method and time limit for making improvements available to the Business Relation. Ricoh is entitled to offer temporary solutions or Workarounds in the Software.
- 40.7 Second-line support, On-site, or Remote support, troubleshooting support, making a diagnose, and overcoming any Incidents shall be invoiced based on post costing at the applicable rate, or shall be debited from the available balance of Support Hours. This also applies to the handling of RFCs, the installation of Updates, Upgrades, and/or Patches made available. Unless explicitly otherwise agreed, Ricoh shall not be held to perform any data conversion.
- 40.8 Pursuant to this Agreement, Ricoh shall fix interruptions, errors or other Defects as soon as possible. The initiative to launch a Patch or a Release rests with the software producer concerned; availability shall take place after inspection and release by Ricoh.
- 40.9 Patches and/or Releases shall be installed by Ricoh on the Production Environment only after a formal test programme and approval of the Business Relation. For the testing and Installation of a Patch and/or Release, Ricoh shall submit a proposal to the Business Relation on how to implement the new Release, including a schedule in terms of time and acceptance. If Ricoh takes care of the Installation at the request of the Business Relation, the installation description shall be updated. Changes that have relevance for the users of the Business Relation shall also be documented.



- 40.10 Any needed adjustments to the Infrastructure and other Software fall outside the scope of the Agreement and shall be for the account of the Business Relation. Ricoh undertakes to cooperate towards such test programmes and a possible adjustment of Software or System Documentation to facilitate Products or Releases (this is custom-made). This is at all times subject to approval of a quotation. Only after approval by the Business Relation of the quotation, the activities specified therein shall be carried out, in accordance with a jointly agreed (project) planning. It may prove necessary to update Third-Party Products based on the submitted Release notes. Depending on the extent to which the software producer concerned is aware of such incompatibilities, the software producer shall bring this under the attention of the Business Relation in the Release notes.
- 40.11 Ricoh warrants that it is and shall remain able to provide support to the Business Relation for an earlier software version or Release than the latest announced actual software release, or during a period of 2 year after the announcement date of such latest announced up-to-date software release, in which the longest of both periods shall apply.
- 40.12 From the moment when the software producer concerned no longer provides any support, Bug Fixes and/or new Releases for a specific software release, Ricoh shall give the aforementioned guarantee exclusively based on a best efforts obligation.
- 40.13 Each Patch and/or Release is to be considered as a part of the System Component concerned. The use thereof is subject to the EULA of the software producer concerned, whose application shall prevail.

Support Hours

- 40.14 In addition to the said support by the Business Service Centre, the Business Relation is held, in case of insufficient balance, to buy a balance of 16, 32, 64, 128 or 256 Support Hours or to compensate the negative balance at the applicable rate. If the Business Relation chooses to buy a new balance of Support Hours, the Business Relation shall be entitled to additional support in addition to the said support by the Business Service Centre for the purchased number of Support Hours for resolving Service Requests. The Business Relation also has the choice to request Ricoh to carry out work on the basis of post costing.
- 40.15 A purchased balance of Support Hours shall be invoiced in advance each time.
- 40.16 Ricoh shall enable the Business Relation to use the Support Hours after prior arrangement for support purposes on site at the Business Relation.
- 40.17 If applicable, the hours spent shall be withheld from the balance of Support Hours.
- 40.18 Ricoh shall withhold the costs of repair from the available Support Hours in case of user errors, improper use, other causes that cannot be attributed to Ricoh or if the Software is changed by others than Ricoh. If no Support Hours are purchased, Ricoh shall invoice this work based on post costing.
- 40.19 Unused Support Hours shall become invalid three years after the date of purchase and upon termination of the Agreement.
- 40.20 The Business Relation has right to obtain access to the registration of its used Support Hours. At the request of the Business Relation, Ricoh shall immediately send an overview to the Business Relation.



Chapter 7. Supplies

Art. 41 General

- 41.1 The provisions stated in this chapter 'Supplies', in addition to chapter 2 'General Provisions' and 'Terms and Conditions of Sale and Delivery' of these General Terms and Conditions, are applicable if Ricoh and the Business Relation have entered into an Agreement concerning the Delivery of Supplies. In the event of any incompatibility, the provisions in this chapter 'Supplies' shall prevail.

Art. 42 Articles, Delivery, invoicing and prices

- 42.1 Ricoh reserves the right to change the product range, which may imply that specific Supplies shall be removed from the product range, or replaced by equivalent Supplies with slightly deviating specifications.
- 42.2 Orders shall be delivered as soon as possible. If the Supplies are on stock, this refers to a delivery time of one (1) to two (2) Business Days. Supplies that are not on stock (including but not limited to service articles) have a standard delivery time of approximately ten (10) Business Days.
- 42.3 There is a possibility that an order is delivered in a number of partial shipments.
- 42.4 In case of an order value of EUR 150 and up, orders shall be delivered DDP. In case of an order value of less than EUR 150, transport costs of EUR 9.75 shall be invoiced.
- 42.5 Supplies shall be invoiced after Delivery of the Supplies, unless otherwise agreed in writing between the Parties.

Art. 43 Purchase obligation

- 43.1 The discounts and/or net prices stated in the Agreement are based on the annual purchase of Supplies agreed with the Business Relation. In the event of a multiannual Agreement, Ricoh shall re-establish the right of discount and/or net prices after expiry of each year, based on the purchase of Supplies by the Business Relation in the preceding year.



Chapter 8. Services

Art. 44 General

- 44.1 The provisions stated in this chapter 'Services', in addition to chapter 2 'General Provisions' of these General Terms and Conditions, are applicable if Ricoh provides Services, such as consulting, feasibility study, consultancy, Education, training courses, trainings, support, secondment, hosting, design, development, implementation or management of Software, websites or information systems and services with respect to networks and document & information logistics. These provisions shall not affect the provisions concerning specific Services contained in these General Terms and Conditions, such as development of Software and **Serviceing**. In the event of any incompatibility between the 'General Provisions' and the chapter 'Services', the provisions in this chapter 'Services' shall prevail.

Art. 45 Implementation

- 45.1 If it has been agreed that the Agreement shall be carried out in phases, Ricoh may suspend the implementation of parts belonging to a next phase until the Business Relation has approved the results of the preceding phase in writing.
- 45.2 Only if this has been explicitly agreed in writing, Ricoh shall be held to follow any timely and responsible directions of the Business Relation during the performance of the Services. Ricoh is not held to follow any directions implying a change or addition to the contents or scope of the agreed Services; if such directions are followed, however, the work concerned shall be compensated in accordance with the article below regarding change and additional work.
- 45.3 If a Service Level Agreement has been concluded in view of implementation by a specific person, Ricoh shall at all times be entitled, after consultations with the Business Relation, to replace that person by one or more other persons with the same qualifications.
- 45.4 For lack of any explicitly agreed invoicing schedule, all amounts referring to Services provided by Ricoh shall be payable retroactively once per calendar month.

Art. 46 Remuneration

- 46.1 The Parties may agree on a fixed remuneration upon conclusion of the Agreement. The fixed remuneration is exclusive of VAT, travel & hotel expenses.
- 46.2 If no fixed remuneration is agreed, the remuneration shall be determined based on the actual number of based on the actual amount of time and money spent. The remuneration shall be calculated in accordance with the usual hourly rates of Ricoh applicable to the period in which the work is carried out, unless a deviating hourly rate has been agreed.

Art. 47 Education, training courses, and trainings

- 47.1 If and insofar as the Services of Ricoh consist of the provision of Education, a training course or training, Ricoh shall at all times be entitled, before commencement thereof, to demand the payable payment for it. The consequences of a cancellation of participation to an Education, training course or training are governed by the usual rules of Ricoh.
- 47.2 If in the opinion of Ricoh the number of applications so requires, Ricoh shall be entitled to combine the Education, training course or training with one or more other Educations, training courses or trainings, or choose to postpone these to a later date or a later time.

Art. 48 Secondment

- 48.1 Secondment within the meaning of these terms and conditions is at stake if Ricoh makes an employee (hereinafter referred to as: the posted worker) available to the Business Relation in order to let this employee perform work under the supervision, management or direction of the Business Relation.
- 48.2 Ricoh shall make its best effort to ensure that the posted worker shall remain available during the term of the Agreement, without prejudice to the provisions concerning replacement in article 45.3.
- 48.3 The Business Relation is entitled to request replacement of the posted worker (i) if the posted worker demonstrably does not meet the explicitly agreed quality requirements and the Business Relation reports this to Ricoh in writing within three Business Days after commencement of the work, or (ii) in the event of long-term illness of the posted worker or if the posted worker leaves employment. Ricoh shall address the request immediately and with priority. Ricoh does not warrant that replacement is possible at all times. If replacement is not or not immediately possible, the claims of the Business Relation on further fulfilment of the Agreement shall lapse, as well as all claims of the Business Relation caused by non-fulfilment of the Agreement. Any payment obligations of the Business Relation concerning the performed work shall remain intact.
- 48.4 Ricoh is held to punctual and full payment of the payable PAYE tax and (pre-paid) social security contributions for the posted worker in connection with the Agreement. Ricoh shall indemnify the Business Relation against all and any statutory claims of the Dutch Tax Authorities respectively social security bodies with respect to taxes and social security contributions directly related to Ricoh making the posted worker available (subcontractor liability), provided that the Business Relation leaves the settlement of the claims concerned fully to Ricoh, who shall render all cooperation and shall submit all required information to the Business Relation, and, if so desired by Ricoh, powers of attorney regarding litigation.
- 48.5 Ricoh shall not accept liability for the selection of the posted worker or for the results of any work accomplished under the supervision, management or direction of the Business Relation.



Chapter 9. Terms and Conditions concerning provision of Software as a Service and/or Computer Service

Art. 49 General

- 49.1 The provisions stated in this chapter 'Software as a Service' , in addition to chapter 2 'General Provisions' of these General Terms and Conditions, are applicable if Ricoh and the Business Relation have entered into an Agreement concerning the Delivery of SaaS by Ricoh to the Business Relation. In the event of any incompatibility, the provisions in this chapter 'Terms and Conditions concerning provision of Software as a Service and/or Computer Service' shall prevail.

Art. 50 Services

- 50.1 Ricoh is not responsible for the purchase and/or a proper functioning of the Infrastructure of the Business Relation or of third parties. The Business Relation accepts that a part of the Services shall be carried out by the SaaS Partner of Ricoh specified in the Agreement.
- 50.2 If, pursuant to the Agreement, the services to the Business Relation also contain support services to users, Ricoh shall give advice by telephone or by e-mail regarding the use and functioning of the Software specified in the Agreement and regarding the use made of the service. Ricoh may attach conditions to the qualifications and number of contact persons qualifying for support. Ricoh shall address properly substantiated requests for support within a reasonable period of time. Ricoh cannot warrant the accuracy, completeness or punctuality of responses or offered support. Unless otherwise agreed in writing, support services shall exclusively be performed on Business Days during normal opening hours of Ricoh.
- 50.3 The Business Relation itself is responsible for the necessary Hardware, Software, browser equipment, peripherals and (internet) connections to enable the use of the SaaS Services.
- 50.4 Unless otherwise agreed in writing, the Business Relation shall be responsible for the management, including but not limited to checking the settings, the use of the service and the manner in which the results of the service are engaged. The Business Relation is also responsible for the instruction to and use by users, regardless of whether such users are in a relationship of subordination vis-à-vis the Business Relation. For lack of any explicit arrangements in this regard, the Business Relation itself shall install, set up, parametrise and tune the required (auxiliary) Software on its own Equipment and if necessary adjust the used Equipment, other (auxiliary) Software and operating environment and accomplish the interoperability demanded by the Business Relation.
- 50.5 Unless otherwise agreed in writing, Ricoh shall not be held to perform any data conversion.
- 50.6 If so agreed in the Agreement, a full back-up shall be made of the data of the Business Relation once per week. Ricoh or its SaaS Partner shall save the back-up for a period agreed between the Parties. The back-up shall be handled and stored with due diligence and care.
- 50.7 If, pursuant to the Agreement, the services to the Business Relation also contain making back-ups of data of the Business Relation, and with due observance of the periods agreed in writing between the Parties, and for lack thereof once per week, Ricoh shall make a full back-up of the data of the Business Relation in its possession. Ricoh shall store the back-up during a period to be agreed between the Parties, and for lack of any arrangements in this regard, during the usual periods of Ricoh. Ricoh shall handle and store the back-up with due diligence and care.
- 50.8 Ricoh or its SaaS Partner is not held to have a backup centre or other backup facility unless explicitly agreed in the Agreement.
- 50.9 The extent of availability of the SaaS Services is laid down in the Agreement. The availability of the SaaS Services also depends on the internet itself, the service provider and telecom supplier of the SaaS Partner and the Business Relation. If the SaaS Services are not accessible or cannot be used due to a circumstance that can be overcome by Ricoh and its SaaS Partner, Ricoh and its SaaS Partner shall make an effort to fix the malfunction, but cannot be held liable by the Business Relation unless the non-availability of the SaaS Services is caused by a serious attributable failure to perform on the part of Ricoh or of its SaaS Partner which is also within the sphere of influence of Ricoh or its SaaS Partner. The Parties have explicitly agreed that an internet disruption or telecom downtime on the part of such providers is at all times beyond the control of Ricoh and its SaaS Partner.
- 50.10 The full responsibility for the data processed by the Business Relation making use of the service rests with the Business Relation. The Business Relation warrants vis-à-vis Ricoh that the data are not wrongful and do not infringe any third-party rights. The Business Relation shall indemnify Ricoh against any third-party actions, by whatever virtue, in connection with the processing of such data or the implementation of the Agreement.
- 50.11 If, pursuant to a request or authorized order given by a government body or in connection with a statutory obligation, Ricoh carries out work with respect to data of the Business Relation, its employees or users, all corresponding costs shall be invoiced to the Business Relation.
- 50.12 Ricoh can make changes to the contents or scope of the services. If such changes result in a change of the applicable procedures of the Business Relation, Ricoh shall inform the Business Relation as soon as possible, and the costs of such change shall be borne by the Business Relation. In that case, the Business Relation may terminate the Agreement in writing by the effective date of the change, unless this change is related to changes in relevant legislation or other regulations issued by competent authorities, or unless Ricoh bears the costs of such change.
- 50.13 Ricoh may continue the performance of the service by making use of a new or changed version of the Software. Ricoh is not held to maintain, change or add any features or functionalities of the service or Software specifically determined for the Business Relation.
- 50.14 Ricoh may temporarily close down the service in whole or in part for preventive, corrective or Adaptive Maintenance. Ricoh shall make sure that the shutdown does not last longer than necessary, shall take place outside Office Hours where possible and, depending on the circumstances, shall start after the Business Relation has been notified.
- 50.15 If Ricoh performs services based on data to be submitted by the Business Relation, such data shall be prepared and submitted by the Business Relation in accordance with the conditions to be set by Ricoh. The Business Relation shall submit the data to be processed to and collect the results of the processing from the place where Ricoh performs the services. Transport and transmission, in whatever way, shall be at the expense and risk of the Business Relation, also if carried out or taken care of by Ricoh. The Business Relation warrants that all materials, data, Software, procedures and instructions that it has made available to Ricoh for the implementation of the services are at all times correct and complete, and that all data carriers submitted to Ricoh meet the specifications of Ricoh.
- 50.16 All Products used by Ricoh during the services shall remain the property or intellectual property of Ricoh or its suppliers, also if the Business Relation pays a fee for the development or purchase thereof by Ricoh.
- 50.17 Ricoh shall never be held to make a physical data carrier available to the Business Relation containing the Software to be made and held available within the scope of Application Service Provision and/or Software as a Service, and/or to provide the Software to be used by Ricoh within the scope of Computer Service.



Art. 51 Service and Support

- 51.1 If, pursuant to the Agreement, the services to the Business Relation also contain support to users, Ricoh shall give advice by telephone or by e-mail regarding the use and functioning of the SaaS Services, and may fix Defects in accordance with the Basic Service & Support Terms and Conditions of Ricoh, which terms and conditions are therefore applicable to the Agreement.
- 51.2 If so desired, and by way of deviation from the Basic Service & Support as referred to in article 51.1, the Parties may make arrangements in an addendum to the Basic Service & Support. When measuring the availability, any pre-announced shutdown due to maintenance as well as any circumstances beyond the control of Ricoh or its SaaS Partner shall not be taken into account, with due observance of the service as a whole during the term of the Agreement..
- 51.3 The Business Relation shall inform Ricoh at all times regarding all and any circumstances that may have an impact on the services and the availability thereof. If any arrangements are made regarding a service level, the availability shall be measured, it being understood that any pre-announced shutdown due to maintenance as well as with circumstances beyond the control of Ricoh shall not be taken into account, with due observance of the service as a whole during the term of the Agreement. For lack of any proof of the contrary, the availability and service level measured by Ricoh shall serve as full proof.

Art. 52 Use of SaaS Services

- 52.1 Pursuant to the Agreement, the Business Relation shall be given a non-exclusive and non-transferable right of use of the SaaS Services for the duration of the Agreement. The Business Relation may only use the SaaS Services for its own business activities. The right of use is furthermore limited to the number of users, type of users, number of users logged in at the same time or to other applicable user parameters specified in the Agreement.
- 52.2 The Business Relation must ensure that the access and use of the SaaS Service is in accordance with the Agreement. Each user login granted by the SaaS Partner to the Business Relation cannot be shared or used by more than one individual user regardless of the period of time. The Business Relation is by all means permitted to grant a user login to another individual if reasonably necessary, such as in connection with a change of staff or position.
- 52.3 The Business Relation itself is responsible for the security and non-disclosure of the access- or identification codes given by the SaaS Partner to the Business Relation, such as user name and password. The Business Relation must ensure that its designated persons who may make use of the SaaS Service (users) shall handle the submitted login data with due care, and must ensure that these shall not be shared with unauthorized persons. The Business Relation must notify Ricoh immediately in the event of any discovery or suspicion of unauthorized use of login data submitted to the Business Relation or in case of an infringement otherwise on the SaaS Services or data protection. Ricoh or its SaaS Partner shall never accept liability for any damage or expenses as a result of any use or abuse of the access- or identification codes.
- 52.4 The SaaS Service provided to the Business Relation by virtue of the Agreement can only be used for legal and legitimate purposes. Without prejudice to the provisions in Art. 15, the full responsibility for the data processed by the Business Relation making use of the service rests with the Business Relation. The Business Relation warrants vis-à-vis Ricoh that the data are not wrongful and do not infringe any third-party rights. The Business Relation shall indemnify Ricoh against any third-party actions, by whatever virtue, in connection with the processing of such data or the implementation of the Agreement.
- 52.5 The Business Relation shall make sure that the Services are not used for other purposes than those intended by Ricoh.

Art. 53 Change of SaaS Services

- 53.1 Ricoh and its SaaS Partner are entitled, independently and without requiring any prior consultation with the Business Relation, to make changes to the Software and functionalities of the SaaS Services, unless it is likely that such changes shall result in a loss of performance capacity of the SaaS Services or a loss of functionality or decreased availability, and the changes must not be applied for security reasons. Ricoh shall keep the Business Relation informed from time to time regarding any new optional functionalities of the SaaS Services, which may be added at the request of the Business Relation at a surcharge to the Agreement.

Art. 54 Ownership and protection of Business Relation data

- 54.1 The Parties have agreed that the Business Relation has and shall hold the ownership with respect to all data entered by the Business Relation into the System of the SaaS Partner within the scope of the use of the SaaS Services. Ricoh or its SaaS Partner has the right to copy, save or transport such data, or to otherwise use the data exclusively and only if this is necessary for the performance of the SaaS Services. The SaaS Partner is not permitted to submit the data to others than the Business Relation or its end-users.
- 54.2 Except where specific requirements have been agreed regarding data protection, Ricoh and its SaaS Partner shall give due consideration to the state of technology, the sensitive nature of the data, the costs and the basic requirements set in the GDPR (General Data Protection Regulation), shall take reasonable measures to secure the website and the System on which the data of the Business Relation are saved, and to keep these secured, in order to protect the data of the Business Relation and in particular the data that can identify individual persons. However, Ricoh or its SaaS Partner cannot guarantee that the security measures taken shall be sufficient at all times. The Business Relation itself shall bear the risk of damage to or loss of data and information by making use of the SaaS Services stored at the SaaS Partner.
- 54.3 If and insofar as the data of the Business Relation are processed by the SaaS Partner of Ricoh in the United States, Ricoh shall see to it that the SaaS Partner is a certified 'Safe Harbor'.

Art. 55 Internet Access

- 55.1 The provisions stated in this article 'Internet Access', in addition to the General Provisions from these General Terms and Conditions, are applicable if Ricoh provides these Services to the Business Relation.
- 55.2 Ricoh shall give the Business Relation Internet access concerning the Services agreed between the Parties in accordance with the specifications agreed in writing. After conclusion of the Agreement between the Parties, the Business Relation shall be given Internet access, in which Ricoh shall observe its usual connection periods.
- 55.3 Ricoh has at all times the right to set reasonable limitations to the transmission speeds and the quantities of data traffic of the Business Relation.
- 55.4 Exclusively if agreed in writing, Ricoh shall make an effort to make one or more (lease) lines of a capacity available to the Business Relation as agreed in writing between the Parties. Ricoh shall at all times take a request of the Business Relation to increase the capacity of a (lease) line into consideration with a favourable approach, but Ricoh does not warrant that such a request shall be honoured in all cases. Ricoh is entitled to attach further conditions to honouring such a request.



- 55.5 Ricoh is at all times entitled to change the contents and scope of the agreed service concerning Internet access if it so deems desirable on technical or economic grounds.
- 55.6 The Parties have agreed from what location or what point the Business Relation shall be given Internet access. If the Business Relation wishes a change or repositioning of its connection to the internet, it shall request Ricoh in writing to render its cooperation. Ricoh shall not turn down its cooperation to such a request on unreasonable grounds. Ricoh may at all times attach (financial) conditions to honouring such a request.
- 55.7 Unless otherwise agreed, the Business Relation shall be responsible for the use of the service and the manner in which the results of the service are engaged. The Business Relation is also responsible for the instruction to and use by users, regardless of whether such users are in a relationship of subordination vis-à-vis the Business Relation. Ricoh is entitled to set further conditions to honouring such a request.
- 55.8 Ricoh is not responsible for the contents and composition of the domain name and the use made of the domain name. The Business Relation warrants vis-à-vis Ricoh that it is entitled to use the domain name.

Art. 56 Domain names

- 56.1 Unless otherwise agreed in writing, the services of Ricoh pursuant to the Agreement do not include applications for and/or registrations of one or more domain names at the appropriate institute.
- 56.2 If by way of deviation from article 56.1, Ricoh applies for and/or records one or more domain names for the benefit of the Business Relation from or through intervention of a third party, the terms and conditions of such third party concerned shall apply mutatis mutandis. If so requested, Ricoh shall submit a hard copy of such terms and conditions to the Business Relation. The Business Relation shall owe all and any costs regarding the application and/or registration in accordance with the agreed rates, or, for lack of any agreed rates, in accordance with the usual rates of Ricoh.
- 56.3 Ricoh does not warrant that a domain name desired by the Business Relation shall be granted to the Business Relation and that the use thereof is not wrongful vis-à-vis any third parties. The Business Relation shall indemnify Ricoh against any third-party claims in connection with the domain name.

Art. 57 Telecom Services

- 57.1 The provisions stated in this article 'Telecom Services', in addition to the General Provisions from these General Terms and Conditions, are applicable if Ricoh provides such Services to the Business Relation.
- 57.2 Ricoh shall make its best effort to provide the fixed and/or mobile telecom service agreed between the Parties.
- 57.3 Unless otherwise agreed, the Business Relation shall be responsible for the use of the service and the manner in which the results of the service are engaged. The Business Relation is also responsible for the instruction to and use by users, regardless of whether such users are in a relationship of subordination vis-à-vis the Business Relation.

Art. 58 Shutdown of connection

- 58.1 Ricoh is entitled to shut down one or more connections - whether or not temporarily - in whole or in part if the Business Relation fails to fulfil any of its obligations pursuant to the Agreement. During the shutdown, the fixed (periodic) fees shall remain payable by the Business Relation.
- 58.2 Except for the provisions in the previous paragraph, Ricoh is at all times entitled to temporarily shut down (mobile) connections, on whatever ground, in whole or in part. If possible, Ricoh shall give the Business Relation prior notice and shall reasonably limit the duration of the shutdown.
- 58.3 Ricoh shall never accept liability vis-à-vis the Business Relation for any damage or expenses caused by a shutdown.
- 58.4 Ricoh shall resume the services only upon a written request of the Business Relation. Ricoh may attach conditions to this and may invoice reconnection charges.

Art. 59 Provision of information

- 59.1 Ricoh is under a legal obligation to render its cooperation towards any tapping order given by virtue of any legal provision. Ricoh shall never accept liability for any damage on the part of the Business Relation or any third party if resulting from cooperation towards such a request.
- 59.2 Ricoh is held to exchange number information with other service providers for the handling of telecom traffic. Ricoh does not warrant compliance with relevant legislation by other service providers.

Art. 60 Physical factors

- 60.1 The Business Relation acknowledges that the performance of telecom services may be negatively influenced or may be temporarily or fully unavailable in connection with physical factors (buildings, tunnels, et cetera) and due to atmospheric circumstances, malfunctions in the interfaces and problems with the Software used by Ricoh and/or the Business Relation. Ricoh shall never accept liability vis-à-vis the Business Relation for any damage or expenses caused by such circumstances.



Chapter 10. Terms and Conditions concerning the provision of Video Communication Services

Art. 61 General

- 61.1 The provisions stated in this chapter 'Video Communication Services', in addition to chapter 2 'General Provisions', are applicable if the Business Relation purchases Services from Ricoh. The provisions of this chapter are inextricably linked with the General provisions. In the event of any incompatibility, the provisions in this chapter shall prevail.

Art. 62 VC Services

- 62.1 The VC Services provided by Ricoh to the Business Relation consist of access to a communications platform.
- 62.2 Ricoh shall make an effort to carry out the services with due care and in accordance with the arrangements and procedures agreed in writing with the Business Relation. Ricoh has no result obligation unless explicitly agreed in writing and unless the result has been set forth with adequate accuracy.
- 62.3 Unless otherwise agreed, the Business Relation itself shall be responsible for the use of the VC Services and the manner in which the results of the VC Services are engaged. The Business Relation is also responsible for the instruction to and use by users, regardless of whether such users are in a relationship of subordination vis-à-vis the Business Relation.
- 62.4 The Business Relation itself is responsible for the necessary Hardware, Software, browser equipment, peripherals and (internet) connections needed to make the use of the VC Services possible.
- 62.5 The Business Relation itself is responsible for the installation of the required Hardware and for making a connection with the communications platform of Ricoh. By way of preparation for unforeseen circumstances, the Business Relation shall take appropriate measures (such as a backup of the Equipment concerned) so that, in case of loss, the Business Relation shall be able to retrieve data saved on the Equipment concerned. Ricoh shall not accept liability for any direct or indirect damage resulting from damage to or loss of data.
- 62.6 Ricoh strives for 24/7 availability of the VC Services. The availability of the VC Services also depends on the internet itself, the service provider and telecom supplier of Ricoh. If the VC Services are not accessible or cannot be used, Ricoh shall make an effort to fix the malfunction as soon as possible, but it cannot be held liable for this by the Business Relation, unless the non-availability of the VC Services is caused by a serious attributable failure to perform on the part of Ricoh, which is within the sphere of influence of Ricoh.

Art. 63 Use of VC Services

- 63.1 The Business Relation warrants all use of the VC Services even if this occurs without its consent or knowledge. All incurred costs arising from the use of the VC Services shall be borne by the Business Relation.
- 63.2 The VC Services provided to the Business Relation by virtue of the Agreement can only be used for legal and legitimate purposes.
- 63.3 The Business Relation itself is responsible for the security and non-disclosure of the access codes or identification codes submitted by Ricoh to the Business Relation, the Business Relation must ensure that its designated persons who may make use of the VC Services (hereinafter referred to as: users) shall handle the submitted login data with due care, and must ensure that these shall not be shared with unauthorized persons. The Business Relation must notify Ricoh immediately in the event of any discovery or suspicion of unauthorized use of login data submitted to the Business Relation or in case of an infringement otherwise on the VC Services or data protection. Ricoh shall never accept liability for any damage or expenses as a result of any use or abuse of the access- or identification codes.

Art. 64 Shutdown of connection

- 64.1 Ricoh is entitled to suspend the VC Services and to shut down the access to the communications platform - whether or not temporarily - in whole or in part with immediate effect if:
- The costs and other amounts payable by the Business Relation have not yet been paid after expiry of the payment deadline;
 - It has been established that the Business Relation has submitted incorrect information to Ricoh when applying for the VC Services or within the scope of other procedures;
 - The Business Relation performs or outsources any acts causing malfunctions in the VC Services, computer networks or telecom Infrastructures, or nuisance or unforeseen use;
 - The Business Relation makes use of the VC Services in a form that is at odds with morality or causes third parties to be harassed or threatened, or otherwise constitutes an infringement of their individual privacy;
 - The Business Relation makes use of the VC Services which is incompatible with any applicable legislation;
 - If the Business Relation makes an attempt to decipher the applied security methods within the scope of the VC Services or to analyse or alter any Software applied within the scope of the VC Services;
 - If the Business Relation tries to resell the VC Services;
 - If the Business Relation constitutes an extreme burden or obstruction for the Equipment of Ricoh by constantly laying claim on the server resources, or something comparable, or if the Business Relation performs an act which may cause something similar;
 - If the Business Relation violates one or more obligations from this Agreement and Ricoh takes the view that the extent of violation is not insignificant; or
 - In all other cases in which Ricoh establishes any illicit acts or omissions.
- 64.2 Beyond the scope of the provisions in the previous paragraph and in the event of the situation specified below, Ricoh shall be entitled to suspend the Delivery of the VC Services temporarily in whole or in part by giving the Business Relation prior notice thereof; it being understood, however, that Ricoh may suspend the Services without prior notice in case of emergency:
- If it is necessary to perform maintenance- or construction work for the Equipment that is needed for the Delivery of the Services;
 - If another telecom provider suspends or discontinues the Delivery of telecom services; or
 - In all other cases in which in the opinion of Ricoh an unavoidable event has occurred.
- 64.3 In case of a suspension of the VC Services and pursuant to the provisions in articles 64.1 and 64.2, Ricoh shall never accept liability vis-à-vis the Business Relation for any damage or expenses.



Art. 65 Provision of information

65.1 Ricoh is under a legal obligation to render its cooperation towards any tapping order given by virtue of any legal provision. Ricoh shall never accept liability for any damage of the Business Relation or any third party if arising from cooperation to a similar request.

Art. 66 Change of VC Services

66.1 Ricoh is entitled, independently and without requiring any prior consultation with the Business Relation, to make changes to the Software and functionalities of the VC Services, unless it is likely that such changes shall involve a loss of performance capacity of the VC Services or a loss of functionality or decreased availability, and the changes must not be applied for security reasons. Ricoh shall keep the Business Relation informed from time to time regarding any new optional functionalities of the VC Services, which might be added at the request of the Business Relation at a then payable surcharge to the agreed Services.

Art. 67 Data protection

67.1 Ricoh has given due consideration to the state of technology, the sensitive nature of the data, the costs and possibly applicable legislation, and has taken measures to secure the communications platform and to keep it secured, in order to warrant safe communications in the best possible way. However, Ricoh cannot guarantee that the security measures shall be sufficient at all times. The Business Relation itself shall bear the risk of damage to or loss of data and information by making use of the VC Services.



Why Ricoh?

Not surprisingly, Ricoh is worldwide market leader on sustainable IT and document management solutions.

We prove that companies of any scale can work in a more efficient, sustainable, and productive way.

Besides, you can save money and better control your costs.

Through intensive teamwork, creative thinking, consulting, and training we create solutions that will simplify all of your document-intensive processes and enable you to better manage your information. Our solutions will also enhance the security of your documents.

This is how we convert your demands into smart ideas and concrete solutions. *imagine. change.*