

General terms and conditions

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RICOH
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Chapter 1. Definitions

Acceptance: Confirmation by the Customer 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 Customer on the basis of which the Customer 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 Customer 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 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 Customer and Ricoh.

Available/Availability: Hardware is available if it functions properly during Office Hours on Business Days.

Bug: A failure or limitation of parts of Software acknowledged by Ricoh compared to the functional or technical specifications communicated by Ricoh in writing.

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 Service Centre: The central support desk of Ricoh for authorized employees of the Customer. 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 Customer.

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

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

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: The last project phase, in which the System is prepared for production. The System in the test environment is cleaned up, transferred to the Production Environment, and briefly tested.

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 Customer 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 Customer pursuant to the Agreement.

eService: The web portal made available by Ricoh in which the Customer 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 Office Hours, 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 Working 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 Customer 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 Customer, consisting of equipment and software managed by the Customer, 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 Customer can prove this and if it can be reproduced.

Next Business Day Service ("NBD Service"): In case of NBD Service, after registration within Office Hours, 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 Customer.

Parties: The Customer and Ricoh.

Patch: Software release resolving one or more Bugs.

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.

Print: a copy, digital print or scan.

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

Release: Launch of a new or updated version of software.

Remote Support: The Customer 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 Office Hours.

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 Customer to Ricoh of an Incident, change, or query/question via eService or telephone.

Services: The work carried out by Ricoh pursuant to the Agreement for the Customer, 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 as a Service ("SaaS") or Application Service Provision: Ricoh making and keeping Software remotely available to the Customer via internet or another network, without providing the Customer 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.

Software: Software delivered by Ricoh to the Customer 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 Customer consisting of Standard Software and/or Customized Software or a combination thereof.

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 Customer.

Standard Software: Software taken out in Licence by the Customer 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.

Supply: Delivering the Product at the delivery address. In the event of shipment by e-mail, Supply shall be deemed made at the moment when Ricoh sends the Product to the e-mail address specified as delivery address.

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

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

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

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 concept Time to Fix is exclusively applicable within the scope of an additional Service Level Agreement. The time frame of the Time to Fix shall be measured in Office Hours.

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



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 for the sale, renting out and delivery of Products and Services.
- 1.2 The applicability of any general terms and conditions of the Customer is excluded.
- 1.3 All offers and other expressions of Ricoh are non-binding, unless explicitly stated otherwise by Ricoh in writing. The Customer warrants the accuracy and completeness of the dimensions, requirements, specifications of the deliverable submitted by or on behalf of the Customer 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 Customer well in time. If no effective date has been announced, any changes vis-à-vis the Customer shall take effect as soon as the Customer 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 Customer 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 Customer after the prior written consent of Ricoh. The Customer 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 Customer declares to be aware of the fact that, if the Customer 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.

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 agreed otherwise, 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 Customer, regardless of on whose name, shall be borne by the Customer.
- 2.3 Until notice of termination, the Customer authorizes Ricoh to charge to the bank account, through direct debit, the amounts that may be claimed from the Customer pursuant to the Agreement and are currently kept by the Customer under the bank account number stated in the Agreement. If the Customer 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 Customer within thirty (30) days after the date of invoice at the billing address specified in the invoice.
- 2.5 If the Customer fails to pay the payable amounts in time, the Customer 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 Customer, 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 Customer 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 Customer must inform Ricoh in writing regarding any changes of address and invoice details. It is the responsibility of the Customer 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 Customer demands an administrative change (including but not limited to: invoice address, invoice period and/or change of the invoice at the request of the Customer).
- 2.8 In case of Agreements concerning the purchase of Servicing, Ricoh shall reserve the right to charge EUR 20 per invoice period to the Customer if no fixed Service Fees have been agreed and if the payable amounts for Servicing in that period amount to EUR 20 or less.
- 2.9 If the Customer fails to fulfil - or fails to fulfil in time - any obligation arising from the Agreement, Ricoh shall be entitled to suspend its obligations.
- 2.10 The Customer cannot rely on suspension or set-off with respect to the payment obligations of the Customer vis-à-vis Ricoh.
- 2.11 Ricoh is entitled to adjust the prices from time to time, not more than once (1x) per year in accordance with the CBS price index figure, 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.
- 2.12 Ricoh is entitled to demand certainty for fulfilment by the Customer 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.

Art. 3 Term of contract and Invoicing

- 3.1 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



Customer 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.

- 3.2 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 Supply respectively Installation respectively Acceptance of the last Product or Service.
- 3.3 Before commencement of the term of the Agreement, Products may be brought into use. If the Customer 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 Customer.
- 3.4 In case of a change or delay in the implementation of the Agreement, the Customer 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 Customer in accordance with the agreed rates and for lack thereof in accordance with the usual rates of Ricoh.

Art. 4 Delivery and Risk

- 4.1 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 Customer 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 Customer shall enter consultations as soon as possible. In case of expiry of a (delivery) period, the Customer cannot claim any damages. The Customer is not entitled to claim dissolution, except if it is unfair to expect the Customer 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.
- 4.2 The risk of loss, theft or damage of Products shall pass to the Customer at the moment when they come in the actual possession of the Customer. If, however, use is made of a transport company for supply purposes, whether or not upon request or instruction of the Customer, the risk of loss, theft and damage of the Products shall pass to the Customer already upon issuance of the Products to the transport company.
- 4.3 Ricoh shall package the Products in accordance with its applicable usual standards. If the Customer demands a special way of packaging, the Customer shall bear the corresponding extra costs. The Customer shall deal with any packaging released from the products delivered by Ricoh in accordance with the relevant applicable government regulations. The Customer shall indemnify Ricoh against any third-party claims for non-compliance with such regulations.
- 4.4 If Ricoh is held to engage extra material such as a crane and/or a forklift for the supply, 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.
- 4.5 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 Customer in good working order and without any defects.

Art. 5 Installation and Acceptance

- 5.1 If explicitly agreed in writing, Ricoh shall see to delivery of the Products and/or Services and/or installation of the Products.
- 5.2 If Ricoh takes care of delivery of the Products and/or Services and/or Installation of the Products, the Customer shall be held to take or outsource the necessary measures so that the Products and Services can be simply delivered and installed, and the Customer 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.
- 5.3 The Customer 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.
- 5.4 If the Customer 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.
- 5.5 If employees of Ricoh carry out work on the premises of the Customer, the Customer 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 Customer 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 Customer or by unsafe situations within its organisation.
- 5.6 If during the implementation of the Agreement use is made of telecom facilities, including but not limited to the internet, the Customer 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 Customer proves that such damage or expenses are caused by gross negligence or wilful misconduct on the part of Ricoh or its managers.
- 5.7 If an Acceptance Test has been agreed, the test period shall be fourteen days after supply, or, if an Installation has been agreed to be performed by Ricoh, after completion of the Installation. During the test period, the Customer 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 Customer 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.
- 5.8 The Product shall be deemed accepted between the Parties:
 - a. If no Acceptance Test has been agreed between the Parties: upon supply, or, if an Installation has been agreed in writing to be performed by Ricoh, upon completion of the Installation, or
 - b. If an Acceptance Test has been agreed between the Parties: on the first day after the test period, or
 - c. If, before expiry of the test period, Ricoh receives a test report as referred to in article 5.9: at the moment when the errors within the meaning of article 6.1 have been fixed, without prejudice to the presence of any imperfections which shall not prevent Acceptance in accordance with article 5.10. By way of deviation, if the Customer 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.



- 5.9 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 Customer 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.
- 5.10 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.
- 5.11 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. 6 Defect and complaint periods

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

Art. 7 Guarantee

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

Equipment

- 7.2 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 supply 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 Customer within thirty (30) days. The aforementioned period shall commence at the moment of supply 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.
- 7.3 The guarantee shall apply mutatis mutandis to any defects primarily caused by improper Installation by Ricoh.
- 7.4 The guarantee shall lapse if the Defect is not reported to Ricoh in writing within ten (10) Business Days after its discovery.
- 7.5 The guarantee shall lapse in the following cases:
 - a. 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 Customer;
 - 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 Customer 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 malfunctions in telephone connections, internet connections and similar connections;
 - e. If the Customer 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.
- 7.6 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.
- 7.7 Work and costs of repair outside the scope of this guarantee shall be invoiced by Ricoh in accordance with its usual rates.

Software

- 7.8 Ricoh shall make its best effort to fix any errors in the Software within a reasonable period if reported to Rico 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 shall function without any interruptions, errors or other Defects, or that all errors and other Defects shall be improved. As the occasion arises, Ricoh 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 Customer 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 or improper use of the Customer 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 Customer makes changes or has changes made to the Software without the written consent of Ricoh.
- 7.9 Ricoh shall make an effort but cannot guarantee that the Software made available shall be adjusted in time to changes in relevant legislation.



- 7.10 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.

Software as a Service

- 7.11 Any Defects in the SaaS reported in writing by the Customer within a period of three (3) months after Delivery, or, if an Acceptance Test has been agreed, within three (3) months after Acceptance, and which Defects prevent the access or use of the SaaS, shall be repaired - or the repair thereof shall be outsourced - by Ricoh free of charge and within a reasonable period to the best of its ability on the condition that such Defects can also be blamed on Ricoh or its SaaS Partner.
- 7.12 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 Customer itself shall regularly check the results of the services and the data generated by making use of the SaaS services.
- 7.13 Ricoh does not warrant that the Software to be made and kept available to the Customer within the scope of the SaaS and the Software used by Ricoh within the scope of Computer Service shall be adjusted in time to any changes in relevant legislation.

Computer Service

- 7.14 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 Customer 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 Customer, such as submission of improper or incomplete data and/or information, Ricoh shall invoice the costs of a possible repeated service to the Customer 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 Customer for the Computer Service concerned without having any further or other liability vis-à-vis the Customer. No other rights shall fall to the Customer because of any Defects in the Computer Service than those set forth in this guarantee regime.

Fixed and mobile telecom networks

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

VC Services

- 7.16 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.
- 7.17 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 Customer itself shall regularly check the results of the services and the data generated by making use of the VC Services.

Art. 8 Access and Control

- 8.1 During normal Office Hours, the Customer 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 Customer 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.
- 8.2 The Customer shall render all cooperation and make all Documentation and other information available in order to enable Ricoh to overcome any Defects and to provide the Products as well as maintenance and support.

Art. 9 Manner of use

- 9.1 The Customer must use the Product in accordance with the Licences, manuals and product descriptions coming with the Product.
- 9.2 The Customer shall exclusively use the Product for business purposes and in accordance with the recommendations of the manufacturer.
- 9.3 The Customer 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 Customer, Ricoh shall invoice any costs involved to the Customer, which costs shall be determined based on the applicable relocation cost table per group weight of Ricoh at that moment. Installation shall be invoiced based on post costing.
- 9.4 The Customer acknowledges that any damage caused by repositioning of Equipment by the Customer shall be compensated, unless Ricoh or a party acting on directions of Ricoh takes care of the repositioning concerned. Furthermore, repositioning by the Customer shall invalidate the guarantee on the Equipment.
- 9.5 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 the provision of the Services caused by such repositioning.
- 9.6 The Customer 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.

Art. 10 Intellectual or industrial property rights

- 10.1 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 Customer shall exclusively acquire the rights of use explicitly assigned by these terms and conditions, the Agreement and/or the law.
- 10.2 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 Customer shall pass to the Customer, 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 Customer.



- 10.3 The Customer 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.
- 10.4 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 Customer is not permitted to remove or evade such a technical measure. If the Customer cannot make a backup of Software as a result of security measures, Ricoh shall make a backup available to the Customer upon request.
- 10.5 Unless Ricoh makes a backup of Software available to the Customer, the Customer 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.
- 10.6 Ricoh shall indemnify the Customer 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 Customer 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 Customer shall grant Ricoh the necessary powers of attorney, information and cooperation to defend itself against such lawsuits, if necessary in the name of the Customer. This indemnification obligation shall lapse if the reproached infringement is related to (i) materials made available to Ricoh by the Customer for the use, treatment, processing or incorporation, or (ii) changes made by the Customer in the Products, website, data files or other materials or made by third parties on orders of the Customer. 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 Customer can continue using the delivered - or functionally equivalent other - 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 Customer. If Ricoh in its exclusive opinion cannot ensure - or only in a manner that poses an unreasonable (financial) burden on Ricoh - that the Customer 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 Customer. 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.
- 10.7 The Customer 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.
- 10.8 The Customer 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 Customer 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.
- 10.9 The EULA of the supplier of Software shall be deemed fully accepted without any changes in case of use thereof by the Customer.
- 10.10 The source code of the Software and the technical Documentation created during the development of the Software shall not be made available to the Customer. The Customer acknowledges that the source code has a confidential nature and contains business secrets of Ricoh.
- 10.11 Immediately after termination of the right to use the Software, the Customer shall return to Ricoh all copies of the Software in its possession or have such copies uninstalled by Ricoh at the expense of the Customer. If the Parties have agreed that the Customer shall destroy the copies concerned upon termination of the right of use, the Customer 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. 11 Processing (personal) data

- 11.1 Ricoh processes (personal) data exclusively on orders of the Customer for the purpose for which such data were submitted.
- 11.2 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.
- 11.3 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.
- 11.4 If Ricoh processes (personal) data on orders of the Customer, the Customer 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").
- 11.5 If Ricoh engages third parties during the processing of (personal) data, Ricoh shall do so exclusively after the written consent of the Customer.
- 11.6 Ricoh shall also make and lay down the arrangements with the third party with respect to the security of (personal) data between the Customer and Ricoh in a (sub-) data processing agreement.
- 11.7 The Customer warrants that it shall handle all exchanged (personal) data in the same manner with due observance of non-disclosure. The Customer 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.
- 11.8 Except where specific requirements have been agreed concerning data protection, Ricoh and the Customer 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 Customer.
- 11.9 Ricoh shall, as much as possible in a technical sense, cooperate towards the obligations to be fulfilled by the Customer. The costs involved in this cooperation are not included in the agreed prices and fees of Ricoh and shall be fully borne by the Customer.

Art. 12 Third-Party Products

- 12.1 If and insofar as Ricoh provides Third-Party Products to the Customer, the terms and conditions and EULA of such third parties shall be applicable regarding such Products, disregarding and in addition to the provisions in these general terms and conditions deviating therefrom. The Customer 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 www.ricoh.nl/support/eula and Ricoh shall submit these to the Customer 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 Customer and Ricoh on whatever ground, the provisions in these general terms and conditions shall remain in full force.

- 12.2 If and insofar as the Customer 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 Customer agrees that a licence agreement is applicable with respect to third-party Software between itself and the licensor concerned, and not between the Customer and Ricoh. The Customer agrees to indemnify Ricoh against any loss in connection with third-party Software.

Art. 13 Right of termination

- 13.1 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 Customer, if:
- The Customer 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 Customer;
 - 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 Customer;
 - The enterprise of the Customer is liquidated or the Customer shuts down its current enterprise;
 - The business or control of the enterprise of the Customer 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 Customer, the right to use the Product made available to the Customer shall lapse.
- 13.2 The Customer cannot terminate the fixed-term Agreement prematurely.
- 13.3 All costs in connection with the recall of the Product in the event of termination shall be borne by the Customer.
- 13.4 Without prejudice to the right of Ricoh to full damages, the Customer shall owe a contractual penalty to Ricoh in the event of dissolution by Ricoh or premature notice of termination by the Customer 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.
- 13.5 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.
- 13.6 If the Customer 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 Customer 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.

Art. 14 Liability

- 14.1 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 Customer.
- 14.2 The liability of Ricoh caused by an attributable failure to perform an Agreement shall in any event occur only if the Customer 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 attributable 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.
- 14.3 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.
- 14.4 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 Customers of the Customer, mutilation or loss of data, damage in connection with the use of matters, materials or third-party Software prescribed by the Customer to Ricoh, damage in connection with engaging suppliers prescribed by the Customer to Ricoh and all other forms of damage than those specified in article 14.3, by whatever virtue, is excluded.
- 14.5 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.
- 14.6 The Customer 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 Customer, 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 Customer proves that the events causing the claim are exclusively attributable to Ricoh.
- 14.7 The Customer shall indemnify Ricoh against all and any third-party claims for product liability due to a Defect in a Product delivered by the Customer to a third party which also consisted of any Product(s) delivered by Ricoh, except where the Customer proves that the damage is caused by the specified Product(s).

Art. 15 Force majeure

- 15.1 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.
- 15.2 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 Customer, 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 Customer to Ricoh as well as inadequacy of goods, materials, third-party Software whose use is prescribed by the Customer to Ricoh.
- 15.3 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.



- 15.4 In that case, any already performed deliverables pursuant to the Agreement shall be paid proportionately, without the Parties owing each other any other amounts.
- 15.5 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. 16 Confidential data and takeover of staff

- 16.1 All documents submitted by Ricoh, such as reports, expert opinions, designs, sketches, drawings, Software, et cetera are exclusively designated to be used by the Customer and may not be multiplied, published, or made known to third parties by the Customer without the prior consent of Ricoh, unless this refers to a part of the Agreement with the Customer.
- 16.2 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.
- 16.3 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 Customer has offered an appropriate indemnification.

Art. 17 Applicable law and jurisdiction clause

- 17.1 The Agreement concluded with Ricoh is exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is precluded.
- 17.2 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. 18 General

- 18.1 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 Customer. In the event of any incompatibility, the provisions in this chapter 'Terms and Conditions of Sale and Delivery' shall prevail.

Art. 19 Subject matter

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

Art. 20 Reservation of title

- 20.1 All Products delivered to the Customer shall remain the property of Ricoh until the Customer has fully paid to Ricoh all amounts payable pursuant to the Agreement, inclusive of any payable (commercial) interest and surcharge clauses.
- 20.2 A Customer 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 Customer (also) establishes a new business from Products delivered by Ricoh, the Customer shall only establish that business for Ricoh and the Customer shall maintain the newly established business for Ricoh until the Customer 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 Customer.



Chapter 4. Lease Terms and Conditions

Art. 21 General

- 21.1 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 Customer. In the event of any incompatibility, the provisions in this chapter 'Lease Terms and Conditions' shall prevail.

Art. 22 Subject matter

- 22.1 The Customer rents from Ricoh, and Ricoh rents out to the Customer, any Equipment and/or Software specified in the Agreement and in accordance with the provisions of these general terms and conditions.
- 22.2 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).

Art. 23 Prices and invoicing

- 23.1 The said rent amount is the aggregate of the costs of the rent, replacement of parts and the performance of Servicing and repair work and Consumption Goods, with the exception, inter alia, of paper, stamps, and staples. The Consumption Goods submitted by Ricoh are sufficient to produce the determined number of Prints during normal use. The use of Consumption Goods is subject to a 'fair use policy', implying that if the Customer orders and/or uses more Consumption Goods than reasonably necessary for the production of the determined 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 the Consumption Goods by more than ten (10) percent of what 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 Customer. Additional service levels must be laid down by the Parties in a further Service Level Agreement.
- 23.2 The Customer is held to make meter 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 three manners:
1. Automated by Ricoh through the @Remote application, provided that this is activated;
 2. Manually by the Customer through eService;
 3. By processing of a data file, in a format agreed with Ricoh and made available by the Customer to Ricoh.
- 23.3 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 Equipment which is equipped with a counting device.
- 23.4 The number of Prints made on the delivered Equipment is subject to a 'fair use policy', implying that if the number of Prints produced by the Customer under the Agreement deviates substantially from the pre-determined foreseen 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 produced Prints (i) is more than ten (10) percent lower than the pre-determined foreseen number of Prints or (ii) is lower than the minimum - or higher than the maximum - technical printing capacity of the Equipment, being the minimum number of Prints determined by the manufacturer that must be made 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, or 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.
- 23.5 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 over 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 distribution thereof.

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 Customer 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 Customer 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 Customer may 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 Customer shall not permanently connect the Equipment to any movable or immovable property howsoever.
- 24.6 The Customer is not permitted to convert, swap or otherwise exchange any Equipment during the term of the Agreement, unless agreed otherwise or evidenced otherwise from these general terms and conditions.

Art. 25 Termination of the Agreement

- 25.1 The Customer 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 Customer refuses to make the Equipment available to Ricoh upon termination of the Agreement, the Customer 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 Customer 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 Customer 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 Customer 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 Customer 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 Customer. Ricoh shall share the contact data of the Customer 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 Customer 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 Customer 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 Customer 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 Customer must take all necessary measures in order to prevent any further loss or damage. If the Customer fails to fulfil its obligations, the Customer 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 Customer 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 Customer 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 Customer gives notice of termination of the Agreement by the expiry date by telephone, the termination shall only be lawful if the Customer 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 supply a tray along, with extra toner, staples, cables and other materials which the Customer 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 Customer within fourteen (14) days after expiry of the Agreement, an amount of EUR 75 shall be invoiced to the Customer once only.
- 27.4 In case of a lease period of three (3) months or less, all fees payable by the Customer 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 Customer 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 Customer. 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 Customer, which trial or free loan the Customer accepts from Ricoh.
- 29.2 The purpose of the Agreement is that the Customer 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 Customer 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 Customer 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 Customer, 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 Customer have entered into an agreement concerning, inter alia, the provision 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 Customer can be reached for possible questions. Where necessary, the Customer 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 Customer, 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 Server of the Customer, falls outside the scope of the Agreement. Fixing problems in the Products of Ricoh, caused by the Customer 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 Customer.
- 37.2 For Remote Support by means of a VPN or WebEx connection via firewall, whether or not based on existing facilities of the Customer, the terms and conditions shall apply as stated in this article.
- 37.3 Ricoh and the Customer 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 Customer agrees to the facilities for Remote Support to be used by Ricoh.
- 37.5 If the Customer 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 Customer

Art. 38 Response Times

- 38.1 Preferably, Service Requests shall be made through eService. The Business Service Centre of Ricoh is open for Service Requests and available on Office Hours from 9:00 hours till 17:00 hours on Business Days. Outside Office Hours, Service Requests can be made via eService or the answering machine. 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.
- 38.3 Work to be performed outside Office Hours is subject to a surcharge of 50% on Mondays through Fridays after 17:00 hours, and to a surcharge of 100% on weekends and public holidays.

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. Any deviating arrangements shall be laid down in a Service Level Agreement that shall prevail over these terms and conditions.
- 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 Customer 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 Customer must return all unused consumption materials to Ricoh. The Customer 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 Client.
- 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 Customer 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 Customer 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 Customer 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 Customer 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 Customer 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 Customer 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 Customer, such as access codes and certificates. The Customer 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 Customer; exceptions are damage and negligence on the part of the Customer 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 stapleheads and knives of the trimmer unit and/or crease trimmer unit.
- 39.12 In case of use by the Customer of parts, paper and consumption materials other than those supplied or approved by Ricoh, the Customer shall be held to compensate Ricoh for all and any resulting damage, and all claims of the Customer 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 Customer, shall be repaired or replaced by Ricoh free of charge. The Defects concerned must be reported by the Customer to Ricoh within a reasonable period after discovery thereof.
- 39.14 The performance of maintenance by Ricoh 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 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 Customer, 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 Customer 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 Customer. If Ricoh makes use of this right, the Customer 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 Customer. After rounding off the audit, the Customer shall receive a copy of the audit report upon request, with conclusions and recommendations.
- 40.2 If the Customer terminates the Service Agreement and wishes to continue it on a later date, the Customer must update the System to the latest Release 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 agreed otherwise in writing.
- 40.4 Only employees of the Customer authorized by Ricoh may lay claim on support by the Business Service Centre.

Software

Within this Agreement, the following Services are provided:

- 40.5 Access to the Business Service Centre to report Service Requests regarding the use of the Software.
- 40.6 After receipt of the report, 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 and Patches available to the Customer. Ricoh is entitled to offer temporary solutions or workarounds in the Software.
- 40.7 Work for the benefit of the installation of Patches and Releases shall be invoiced based on post costing or shall be withheld from the remaining balance of Support Hours. Unless explicitly agreed otherwise, 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 Customer. For the testing and Installation of a Patch and/or Release, Ricoh shall submit a proposal to the Customer 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 Customer, the installation description shall be updated. Changes that have relevance for the users of the Customer 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 Customer. 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 Customer 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 note. 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 Customer in the Release notes.



- 40.11 Ricoh warrants that it is and shall remain able to provide support to the Customer for two earlier software releases than the latest announced actual software release, or during a period of 2 years 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 Customer 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 Customer chooses to buy a new balance of Support Hours, the Customer 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 Customer 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 Customer to use the Support Hours after prior arrangement for support purposes on site at the Customer.
- 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 Customer has right to obtain access to the registration of its used Support Hours. At the request of the Customer, Ricoh shall immediately send an overview to the Customer.



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 Customer 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 agreed otherwise in writing between the Parties.
- 42.6 Ricoh is entitled to adjust the price from time to time, no more than twice (2x) per calendar year in accordance with the CBS price index figure 'xerographic paper' or a similar figure. The change may furthermore be implemented, inter alia, because of cost increases on the paper market and/or exchange rate fluctuations and/or price-increasing measures taken by the Dutch authorities. In the second described case of price increases, Ricoh shall notify the Customer of the changed prices in writing well in time but at the latest one (1) month before the planned change.

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 Customer. 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 Customer 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 Servicing. 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 Customer 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 Customer 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 Customer, 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 hours 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.
- 46.3 If Ricoh agrees on a fixed remuneration or hourly rate with the Customer, Ricoh shall nevertheless be entitled to increase such remuneration or rate. Unless it refers to a change caused by a government measure, the price change shall be in accordance with the change of the index figure concerning collective-agreement wages published by the CBS. Such an increase can only be invoiced to the Customer if announced to the Customer before the effective date.

Art. 47 Change and additional work

- 47.1 If, upon request or with the prior agreement of the Customer, Ricoh has performed work or other deliverables falling outside the contents or scope of the agreed services, such work or deliverables shall be compensated by the Customer in accordance with the usual rates of Ricoh. Additional work is also at stake if a systems analysis, a design or any specifications are expanded or changed. Ricoh shall never be held to meet such a request and may demand conclusion of a separate written Agreement for this purpose.
- 47.2 If it turns out during the implementation of the Agreement that for a proper implementation it is necessary to make changes or additions to the deliverable work, the Parties shall adjust the Agreement accordingly well in time and by mutual agreement.
- 47.3 The Customer accepts that work or deliverables referred to in the first paragraph of this article may have an impact on the agreed or foreseen date of completion of the services and on the mutual responsibilities of the Customer and Ricoh. Ricoh shall notify the Customer as soon as possible. The fact that, during the implementation of the Agreement, (a demand for) additional work occurs can never be a ground for the Customer to terminate the Agreement.
- 47.4 If and insofar as a fixed price has been agreed for the services, Ricoh shall notify the Customer beforehand in writing, if so requested, of the financial consequences of such extra work or deliverables.

Art. 48 Education, training courses and trainings

- 48.1 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.
- 48.2 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. 49 Secondment

- 49.1 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 Customer in order to let this employee perform work under the supervision, management or direction of the Customer.
- 49.2 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.
- 49.3 The Customer 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 Customer 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 Customer on further fulfilment of the Agreement shall lapse, as well as all claims of the Customer caused by non-fulfilment of the Agreement. Any payment obligations of the Customer concerning the performed work shall remain intact.
- 49.4 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 Customer 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 Customer leaves the settlement of the claims concerned fully to Ricoh, who shall render all cooperation and shall submit all required information to the Customer, and, if so desired by Ricoh, powers of attorney regarding litigation.

- 49.5 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 Customer.



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

Art. 50 General

- 50.1 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 Customer have entered into an Agreement for the provision of SaaS by Ricoh to the Customer. 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. 51 Services

- 51.1 Ricoh is not responsible for the purchase and/or a proper functioning of the Infrastructure of the Customer or of third parties. The Customer accepts that a part of the Services shall be carried out by the SaaS Partner of Ricoh specified in the Agreement.
- 51.2 If, pursuant to the Agreement, the services to the Customer 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 agreed otherwise in writing, support services shall exclusively be performed on Business Days during normal opening hours of Ricoh.
- 51.3 The Customer itself is responsible for the necessary Hardware, Software, browser equipment, peripherals and (internet) connections to enable the use of the SaaS Services.
- 51.4 Unless agreed otherwise in writing, the Customer 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 Customer 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 Customer. For lack of any explicit arrangements in this regard, the Customer 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 Customer.
- 51.5 Unless agreed otherwise in writing, Ricoh shall not be held to perform any data conversion.
- 51.6 If so agreed in the Agreement, a full back-up shall be made of the data of the Customer 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.
- 51.7 If, pursuant to the Agreement, the services to the Customer also contain making back-ups of data of the Customer, 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 Customer 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.
- 51.8 Ricoh or its SaaS Partner is not held to have a backup centre or other backup facility unless explicitly agreed in the Agreement.
- 51.9 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 telecommunications Ricoh of the SaaS Partner and the Customer. 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 Customer 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 telecommunications downtime on the part of such providers is at all times beyond the control of Ricoh and its SaaS Partner.
- 51.10 The full responsibility for the data processed by the Customer making use of the service rests with the Customer. The Customer warrants vis-à-vis Ricoh that the data are not wrongful and do not infringe any third-party rights. The Customer 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.
- 51.11 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 Customer, its employees or users, all corresponding costs shall be invoiced to the Customer.
- 51.12 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 Customer, Ricoh shall inform the Customer as soon as possible, and the costs of such change shall be borne by the Customer. In that case, the Customer 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.
- 51.13 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 Customer.
- 51.14 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 Customer has been notified.
- 51.15 If Ricoh performs services based on data to be submitted by the Customer, such data shall be prepared and submitted by the Customer in accordance with the conditions to be set by Ricoh. The Customer 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 Customer, also if carried out or taken care of by Ricoh. The Customer 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.
- 51.16 All Products used by Ricoh during the services shall remain the property or intellectual property of Ricoh or its suppliers, also if the Customer pays a fee for the development or purchase thereof by Ricoh.
- 51.17 Ricoh shall never be held, as a Service to the Customer, to hand over a physical data carrier to the Customer containing the Software to be made and held available within the scope of Application Service Provision and/or Service and the Software to be used by Ricoh within the scope of Computer Service.



Art. 52 Service and Support

- 52.1 If, pursuant to the Agreement, the services to the Customer 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.
- 52.2 If so desired, and by way of deviation from the Basic Service & Support as referred to in article 52.1, 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.
- 52.3 The Customer 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. 53 Use of SaaS Services

- 53.1 Pursuant to the Agreement, the Customer shall be given a non-exclusive and non-transferable right of use of the SaaS Services for the duration of the Agreement. The Customer 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.
- 53.2 The Customer 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 Customer cannot be shared or used by more than one individual user regardless of the period of time. The Customer 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.
- 53.3 The Customer itself is responsible for the security and non-disclosure of the access- or identification codes given by the SaaS Partner to the Customer, such as user name and password. The Customer 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 Customer must notify Ricoh immediately in the event of any discovery or suspicion of unauthorized use of login data submitted to the Customer 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.
- 53.4 The SaaS service provided to the Customer by virtue of the Agreement can only be used for legal and legitimate purposes. Without prejudice to the provisions in Art. 14, the full responsibility for the data processed by the Customer making use of the service rests with the Customer. The Customer warrants vis-à-vis Ricoh that the data are not wrongful and do not infringe any third-party rights. The Customer 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.
- 53.5 The Customer shall make sure that the Services are not used for other purposes than those intended by Ricoh.

Art. 54 Change of SaaS Services

- 54.1 Ricoh and its SaaS Partner are entitled, independently and without requiring any prior consultation with the Customer, 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 Customer informed from time to time regarding any new optional functionalities of the SaaS Services, which might be added at the request of the Customer at a then payable surcharge to the agreed Services.

Art. 55 Ownership and protection of Customer data

- 55.1 The Parties have agreed that the Customer has and shall hold the ownership with respect to all data entered by the Customer 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 Customer or its end-users.
- 55.2 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 Customer are saved, and to keep these secured, in order to protect the data of the Customer 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 Customer 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.
- 55.3 If and insofar as the data of the Customer 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. 56 Access to the internet

- 56.1 The provisions stated in this article 'Access to the internet', in addition to the General Provisions from these general terms and conditions, are applicable if Ricoh provides these Services to the Customer.
- 56.2 Ricoh shall give the Customer access to the internet concerning the Services agreed between the Parties in accordance with the specifications agreed in writing. After conclusion of the Agreement between the Parties, the Customer shall be given access to the internet, in which Ricoh shall observe its usual connection periods.
- 56.3 Ricoh has at all times the right to set reasonable limitations to the transmission speeds and the quantities of data traffic of the Customer.
- 56.4 Exclusively if agreed in writing, Ricoh shall make an effort to make one or more (lease) lines of a capacity available to the Customer as agreed in writing between the Parties. Ricoh shall at all times take a request of the Customer 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.
- 56.5 Ricoh is at all times entitled to change the contents and scope of the agreed service concerning access to the internet if it so deems desirable on technical or economic grounds.



- 56.6 The Parties have agreed from what location or what point the Customer shall be given access to the internet. If the Customer 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.
- 56.7 Unless agreed otherwise, the Customer shall be responsible for the use of the service and the manner in which the results of the service are engaged. The Customer 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 Customer. Ricoh is entitled to set further conditions to honouring such a request.
- 56.8 Ricoh is not responsible for the contents and composition of the domain name and the use made of the domain name. The Customer warrants vis-à-vis Ricoh that it is entitled to use the domain name.

Art. 57 Domain names

- 57.1 Unless agreed otherwise 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.
- 57.2 If by way of deviation from article 57.1, Ricoh applies for and/or records one or more domain names for the benefit of the Customer 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 Customer. The Customer 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.
- 57.3 Ricoh does not warrant that a domain name desired by the Customer shall be granted to the Customer and that the use thereof is not wrongful vis-à-vis any third parties. The Customer shall indemnify Ricoh against any third-party claims in connection with the domain name.

Art. 58 Telecommunication Services

- 58.1 The provisions stated in this article 'Telecommunication Services', in addition to the General Provisions from these general terms and conditions, are applicable if Ricoh provides such Services to the Customer.
- 58.2 Ricoh shall make its best effort to provide the fixed and/or mobile telecom service agreed between the Parties.
- 58.3 Unless agreed otherwise, the Customer shall be responsible for the use of the service and the manner in which the results of the service are engaged. The Customer 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 Customer.

Art. 59 Shutdown of connection

- 59.1 Ricoh is entitled to shut down one or more connections - whether or not temporarily - in whole or in part if the Customer so requests or if the Customer fails to fulfil any of its obligations pursuant to the Agreement. During the shutdown, the fixed (periodic) fees shall remain payable by the Customer.
- 59.2 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 Customer prior notice and shall reasonably limit the duration of the shutdown.
- 59.3 Ricoh shall never accept liability vis-à-vis the Customer for any damage or expenses caused by a shutdown.
- 59.4 Ricoh shall resume the services only upon a written request of the Customer. Ricoh may attach conditions to this and may invoice reconnection charges.

Art. 60 Provision of information

- 60.1 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 Customer or any third party if resulting from cooperation towards such a request.
- 60.2 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. 61 Physical factors

- 61.1 The Customer acknowledges that the performance of telecommunication 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 Customer. Ricoh shall never accept liability vis-à-vis the Customer for any damage or expenses caused by such circumstances.



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

Art. 62 General

- 62.1 The provisions stated in this chapter 'Video Communication Services', in addition to chapter 2 'General Provisions', are applicable if the Customer 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. 63 VC Services

- 63.1 The VC Services provided by Ricoh to the Customer consist of access to a communications platform.
- 63.2 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 Customer. Ricoh has no result obligation unless explicitly agreed in writing and unless the result has been set forth with adequate accuracy.
- 63.3 Unless agreed otherwise, the Customer 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 Customer 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 Customer.
- 63.4 The Customer itself is responsible for the necessary hardware, Software, browser equipment, peripherals and (internet) connections needed to make the use of the VC Services possible.
- 63.5 The Customer 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 Customer shall take appropriate measures (such as a backup of the Equipment concerned) so that, in case of loss, the Customer 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.
- 63.6 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 Customer, 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. 64 Use of VC Services

- 64.1 The Customer 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 Customer.
- 64.2 The VC Services provided to the Customer by virtue of the Agreement can only be used for legal and legitimate purposes.
- 64.3 The Customer itself is responsible for the security and non-disclosure of the access- or identification codes submitted by Ricoh to the Customer, the Customer 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 Customer must notify Ricoh immediately in the event of any discovery or suspicion of unauthorized use of login data submitted to the Customer 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. 65 Shutdown of connection

- 65.1 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 Customer have not yet been paid after expiry of the payment deadline;
 - It has been established that the Customer has submitted incorrect information to Ricoh when applying for the VC Services or within the scope of other procedures;
 - The Customer performs or outsources any acts causing malfunctions in the VC Services, computer networks or telecommunication infrastructures, or nuisance or unforeseen use;
 - The Customer 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 Customer makes use of the VC Services which is incompatible with any applicable legislation.
 - If the Customer 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 Customer tries to resell the VC Services;
 - If the Customer 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 Customer performs an act which may cause something similar;
 - If the Customer 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.
- 65.2 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 provision of the VC Services temporarily in whole or in part by giving the Customer 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 provision of the Services;
 - If another telecom provider suspends or discontinues the provision of telecommunication services; or
 - In all other cases in which in the opinion of Ricoh an unavoidable event has occurred.
- 65.3 In case of a suspension of the VC Services and pursuant to the provisions in article 65.1 and 65.2, Ricoh shall never accept liability vis-à-vis the Customer for any damage or expenses.

Art. 66 Provision of information

- 66.1 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 Customer or any third party if arising from cooperation to a similar request.



Art. 67 Change of VC Services

- 67.1 Ricoh is entitled, independently and without requiring any prior consultation with the Customer, 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 Customer informed from time to time regarding any new optional functionalities of the VC Services, which might be added at the request of the Customer at a then payable surcharge to the agreed Services.

Art. 68 Data protection

- 68.1 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 Customer 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 global market leader in the area of sustainable IT- and document management solutions.

We prove that companies can work more in a more efficient, sustainable and productive way regardless of their size. In addition, you can save and better manage costs.

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