

# General Terms and Conditions Lease Agreements of Ricoh Nederland B.V. (Ricoh)

(revision date October 2015)

## Article 1 – Content, term, price and invoicing

1.1 The Agreement enters into force when the Client duly signs it. The term is the number of months stated in the Agreement, and commences when the equipment is installed. If the equipment is delivered in the course of a calendar month, invoicing shall start on the first day after the month in which the last equipment is installed (the 'start configuration'). For every delivery of equipment that is done after the start configuration as described in the Agreement is installed, the term and invoicing will commence on the first day following the period for which invoicing of the last advance has taken place. Until the moment of installation of the last equipment of the start configuration or invoicing of the rental terms commences, only the actual prints that are made on the equipment to be installed will be charged to the Client on the basis of the provided prices for extra copies. The Agreement shall every time be tacitly renewed for a term of 24 months, unless it is cancelled by one of the parties no later than three months prior to the end of the lease term by means of a registered writing to the other party.

1.2 The Agreement is an all-in lease Agreement. The stated lease price is the total price of the costs of the lease, replacement of parts and performance of service and repair activities and consumables, with the exception of, among other things, paper, stamps and staples. The provided consumables are sufficient to produce the established number of clicks in the event of normal use. The consumables provided by RICOH are to be used solely for the Equipment as defined in the Agreement. In the event that the Client orders more consumables than necessary for the final number of clicks, RICOH can charge additionally for the costs. After the Agreement has ended, the Client will return all unused consumables to RICOH. The Client will enable RICOH to collect these consumables at the location. Through the @Remote service, RICOH can send the Client toner and cartridges when needed. In addition automatic defect reports can be transmitted to the Client's first-line helpdesk and firmware updates can be installed. Additional service levels need to be laid down by the parties in a Service Level Agreement.

1.3 One click means a print of the format A4. For a copy printer, the click as well as the master consumption will be registered as an A4-click. In the event of an A3 drum, the click as well as the master consumption will be registered as two A4-clicks. In the event of printing equipment equipped with an A3 drum, each A3 click will be registered as two A4-clicks.

1.4 Insofar as the Lease Agreement comprises software, RICOH grants the Client the non-exclusive and non-transferable user licenses for this software for the term of this agreement. By using this software the Client is deemed to have accepted the complete and unchanged end user license conditions of the software supplier.

1.5 The Client is obliged to provide RICOH with the latest click counter information at the end of every agreed invoicing term. This information forms the basis for the periodical invoicing of clicks used. The information can be provided using one of the following three methods:

- Automated by RICOH through the @Remote application, provided that the application is activated.
  - Manually by the Client through the @Remote web portal by RICOH.
  - By processing a data-file, in a with RICOH agreed upon format, which the Client makes available to RICOH.
- If the click counter information is not in Ricoh's possession on the fifth day after the above mentioned term, Ricoh shall send an invoice based on the average invoiced amount of the previous terms. Any discrepancy will be rectified with the invoice of the subsequent period on the basis of the then received click amount. This article is only applicable to equipment that is equipped with a meter.
- 1.6 In the event of a change and/or delay in the execution of the Agreement, Client will inform RICOH immediately. Any costs consequent to such change and/or delay as provided for in the provision will not be borne by RICOH. The consequent costs and/or work will be reimbursed by Client in accordance with the agreed prices and in there are no agreed prices, in accordance with RICOH's standard prices. If a set price is agreed upon for the work, RICOH will inform the Client, if requested to do so, on the consequences of the additional work and the costs as a result of a change in the work, which costs will be borne by the Client.
- 1.7 RICOH can only accept a request for adjustment against a future date. Adjustments in the Agreement cannot be agreed upon with retroactive effect and need to be reported prior by Client to Ricoh before the start of a new invoicing period.
- 1.8 The Client is only permitted to transfer the Leasing Agreement with the prior written consent of Ricoh. Client is not allowed to in whole or in part sell, pledge, transfer or otherwise alienate or burden rights and duties from the Agreement to third parties.
- 1.9 The Lease Agreement is entered into for a fixed term. Client is not entitled to cancel the Agreement prematurely.

## Article 2 – Delivery, failure and condition of the equipment

2.1 Statements of delivery times are always given to the best of knowledge and will be adhered to as much as possible. Stated delivery times are indicative and cannot be considered fatal terms. If there is a delay in the delivery, Ricoh must always be given written notice of default and Ricoh has to be granted a reasonable term to yet fulfill its obligations. The Client cannot claim any redress if a delivery time is exceeded. The Client cannot invoke dissolution, except when the Client cannot reasonably be expected to maintain the relevant section of the Agreement. The possible dissolution is partial and effects only that section that is strictly necessary.

2.2 If no delivery report is drawn up at the commencement of the Agreement, the equipment is considered to have been delivered in good condition and without defects and to be accepted as such by the Client.

2.3 There is a deficiency when as a consequence of a characteristic not attributable to the Client, the equipment is unable to function as the Client could have expected when entering into the Agreement. Any deficiencies must be reported in writing to Ricoh within 24 hours.

## Article 3 – Risk

3.1 The Client must: (i) insure the Equipment with a reputable insurer on an all risks basis with no unusual excess and no exclusions for its full replacement value at its own expense, (ii) produce evidence of such insurance to us on first demand; (iii) notify Ricoh or its third party insurance provider of any insurance claim Client makes; (iv) hold any insurance monies which the Client receives in respect of the Equipment on trust for Ricoh or its third party insurance provider; and, (v) arrange to note Ricoh's interest on any policy of insurance as the owner of the Equipment and payee of any insurance proceeds.

3.2 If the Client fails to provide evidence of adequate insurance then Ricoh shall (at our option) purchase insurance for the Equipment and charge this fee by increasing the Rental Charges accordingly. Ricoh will share your contact details with its third party insurance provider to establish the adequate insurance coverage. The maximum insurance fee per invoicing period will be 6% of the asset value of the Equipment in combination with the monthly fee per Equipment category. The insurance fee will be charged against the value of the equipment and the resultant charge amount multiplied by the term of this agreement divided by invoicing interval. Ricoh will not be liable for charging this insurance fee until the time that the Client produces evidence of adequate alternate insurance. The Client agrees in advance to these insurance fee charge(s) and declares its willingness to pay this compensation due under this Agreement.

3.3 In the case of any event to the Equipment, the Client must notify Ricoh in writing as soon as possible of any damage to or loss of the Equipment and provide Ricoh's insurer with a true, complete, accurate statement of loss and any other information that the insurer reasonably requires to support of the claim. Ricoh makes a claim, the Client must make every reasonable effort to protect the Equipment from further loss. If the Client acts in violation with the Agreement, it shall be liable for all ensuing damage.

3.4 Ricoh may apply any insurance monies (at our discretion) towards the cost of repair or reinstatement of the Equipment or towards payment of any sum or sums due to Ricoh under this Agreement.

3.5 With respect to article 17.1 of these general terms and conditions Ricoh is entitled to share data (including personal data) in connection to this Agreement with its third party insurance provider. The Client agrees in advance to this.

## Article 4 – Technical service

4.1 Ricoh, or a party designated by Ricoh, will take care of setting up, configuring and testing of the equipment or shall provide the Client with information on putting the equipment to use.

4.2 Ricoh shall keep the equipment in working condition and perform all necessary repair- and service activities. To this end, Ricoh shall provide access to technical service staff, during Ricoh's business hours, within twelve hours after a report of the Client stating that the equipment does not function properly. Ricoh is authorised to contract third parties to perform the activities referred to in this article.

4.3 The Client is obliged to take the measures that are needed to ensure that the equipment can be easily installed and serviced. With respect to the design, location for installation and service, the Client hereby declares that it shall comply with the specifications as stated in the manual(s) accompanying the equipment. The Client is responsible for the correct selection and the timely and adequate availability of telecom facilities, including internet, except for those facilities which are under direct use and management of Ricoh. Ricoh shall never be liable for damage or costs due to transmission errors, failures or the unavailability of these facilities.

4.4 Ricoh shall deploy all appropriate resources to monitor the reliability of the data transferred using the @Remote service and the availability of @Remote-service, but cannot be held liable if the portal is unavailable. Ricoh provides to the Client of the extranet site a number of security tools, such as access codes and certificates. The Client is responsible for the necessary tools to maintain the desired security level, for instance with the protection of passwords.

4.5 With the all-in Lease Agreement, the replacement of parts and performance of service and repair activities are not payable by the Client, except for damages and negligence of the Client that lead to a shortening of the lifetime of (parts) of the equipment and/or cause costs due to incorrect use. Parties expressly agree that all repairs, adjustments, movements, connections to other equipment or configurations performed by anyone other than persons authorised by Ricoh releases Ricoh of all obligations arising out of this Agreement.

4.6 In the event of use by the Client of other parts, paper or consumables than those supplied or approved by Ricoh, the Client is obliged to compensate all damage caused to Ricoh as a result thereof and all claims of the Client against Ricoh become null and void.

4.7 The equipment provided by Ricoh that, other than as a result of causes on the account of the Client, turns out to have defects shall be repaired or replaced by Ricoh without any costs. The Client must notify Ricoh of these defects within a reasonable term after discovery thereof.

4.8 The performance of service by Ricoh shall be no ground for reduction of the lease terms, compensation or dissolution.

## Article 5 – Checks

5.1 The Client shall grant, at any time during regular business hours, to one or more persons designated by Ricoh access to the place where the equipment is located in order to check compliance of the Client with all its obligations ensuing from this Agreement, to perform all repair- and service activities deemed necessary by Ricoh and/or to rightfully repossess the equipment.

5.2 The persons designated by Ricoh shall comply with, where applicable, the access- and security requirements to be set by the Client.

## Article 6 – Payment

6.1 Client needs to inform Ricoh in writing of changes in the address- and invoicing details. It is the responsibility of the Client to report a change in the PO-number in time (no later than the start of a new invoicing period). Ricoh shall not correct any invoices due to late reporting of a change in the number of the Client.

6.2 The Client cannot invoke suspension, discount or set settlement take place, in relation to the Client's payment obligations against Ricoh.

6.3 Until further notice, Client grants Ricoh authorisation to deduct the amounts payable by the Client by virtue of this Lease Agreement, by means of direct debit, from the Client's bank account with the number stated in this Agreement. If the Client does not grant authorisation for a direct debit, Ricoh is entitled to charge 5,00 euros in administration charges over and above the invoice amount. In either event, Ricoh reserves the right to collect administration costs in the event of reversal.

6.4 Payment, which means crediting the owed amount to Ricoh's administration, shall occur at the payment address stated on the invoice within thirty days after the invoice date.

6.5 The Client is not entitled to claim a reduction of the agreed lease price due to reduced benefit, unless that reduced benefit is a consequence of a defect in the equipment that Ricoh knew or should have known at the commencement of the Agreement.

6.6 Ricoh is entitled to demand certainty for the Client's fulfillment of its payment obligations. This certainty may be provided by the issue at Ricoh's request of an unconditional and irrevocable bank guarantee to the benefit of Ricoh or by providing personal security. In the case of a personal partnership co-partners are severally liable for the fulfillment of the obligations ensuing from the Agreement.

6.7 The Client shall notify Ricoh immediately by registered letter as soon as the Client becomes aware of the (intention to) withdraw (of) a filed liability declaration for the benefit of the Client, as referred to in Book 2, Article 403 Dutch Civil Code. Without prejudice to the other rights of Ricoh, in the above mentioned case Ricoh is entitled to demand additional or alternative security from the Client. The Client is obliged to complete or substitute that security.

6.8 If a liability declaration as referred to above of a third party with respect to the Client's obligations is or shall be withdrawn, Ricoh is entitled to directly, without notice or other formality, dissolve the Agreement and to claim immediate payment of all amounts owed by the Client.

6.9 If the Client, for any reason including those beyond its control, is or shall be unable to use the equipment, this shall have no effect on the continuation of this Agreement or on the fulfillment of any obligation ensuing from this Agreement.

## Article 7 – Price changes

Ricoh is entitled to change the price in the meanwhile, with a maximum of one time a year, but no earlier than six months after commencement of this Agreement. The price may be changed amongst others due to increase of costs and/or changes in the exchange rates and/or price increasing measures taken by the Dutch government.

## Article 8 – Dissolution right

8.1 Ricoh is entitled to terminate this Agreement immediately without legal intervention and without the necessity of a formal notice of default and to repossess the equipment at the expense of the Client, if the Client fails to strictly comply with any provision of this Agreement, in particular to pay any invoice on time, or the equipment is confiscated or the equipment is no longer under the actual control of the Client or bankruptcy, debt restructuring or a (temporary) suspension of payment is requested or granted with respect to the Client. Without prejudice to Ricoh's right to full compensation, the Client shall owe Ricoh at least an amount equal to the total sum of all not yet paid, expired lease terms, as well as the lease terms that would have been due if the Agreement had not been terminated.

8.2 The Client is obliged to show this Agreement to anyone wants to execute a right to or in relation to the equipment, in particular the bailiff of the tax authorities, in order to point out that the equipment is property of Ricoh, and to notify Ricoh immediately of any such event by registered letter, enclosing all relevant documents. The Client is liable for damage suffered by Ricoh due to failure to comply with this provision.

## Article 9 – Method of use

9.1 The Client is obliged to use the equipment in accordance with the manuals accompanying the equipment. The Client is not permitted to remove the equipment from the location where it has been installed, unless there is prior written permission from Ricoh. If the equipment is relocated or moved by Ricoh on request of the Client, Ricoh shall invoice the costs in that regard to the Client. These costs shall be based on the table of relocation costs (including installation) per weight group that is in use at that moment.

9.2 The Client shall use the equipment and the portal in accordance with the product description. The Client shall use the named equipment and software exclusively for business purposes and in accordance with the recommendations of the manufacturer. The Client respects the exclusive right of use granted to it by the manufacturer with respect to the equipment and accompanying software. This right of use is non-transferable.

## Article 10 – Termination of the Agreement

10.1 The Client is obliged to make the equipment available to Ricoh at the end of the Agreement in good and complete condition. Except for normal wear and tear, this condition shall be the condition described in the delivery report or in accordance with the provisions of article 2.2.

10.2 For return transports, costs shall be invoiced. These costs shall be based on the table of transport per weight group that is in use at that moment. Unused consumables remain the property of Ricoh and must be returned to Ricoh at the end of the term of this Agreement.

10.3 If the Client refuses to make the equipment available to Ricoh at the end of the Agreement in accordance with article 10.1, the Client shall forfeit an immediate penalty, of 100 euros per device per day, half-days included, for every day that the equipment is not made available, with a maximum amount of 5000 euros per device.

## Article 11 – Property right

11.1 The equipment, including all accessories, regardless their name, remains the property of Ricoh.

11.2 The Client may not lease the equipment, surrender use of the equipment to third parties on any title, pledge, sell, alienate or otherwise burden the equipment or surrender it to third parties in any other way.

11.3 The Client is not permitted to remove, cover, change, damage or add applied marks, numbers, names and/or other statements on the equipment.

11.4 Any necessary or desirable changes to the equipment can only be applied by Ricoh.

11.5 In all cases (also if Ricoh has granted permission), the Client is obliged to reverse all changes it made to the equipment and to return the equipment in its original condition at the end of the Lease Agreement.

11.6 Ricoh is entitled to sell, pledge, transfer or otherwise alienate or encumber ownership of the equipment and/or its rights and claims ensuing from the Agreement in whole or in part to third parties, without prejudice to Ricoh's obligation to fulfill its obligations ensuing from the Agreement. In addition, Ricoh is entitled, amongst others as part of the funding of its business operations, to transfer to a third party, conditionally or otherwise, its rights and obligations ensuing from the Lease Agreement by means of contract takeover and the Client agrees in advance to this and declares its willingness to cooperate with such a transfer.

11.7 The Client shall not in any way permanently attach the equipment to any movable or immovable property.

## Article 12 – Taxes

All taxes and costs, regardless their name, imposed now or in the future on the amounts payable by the Client or on this Agreement or on the equipment and/or on the use of the equipment, regardless in whose name they are, are payable by the Client.

## Article 13 – Costs, suspension and interest

13.1 If a Client has not paid within the agreed or otherwise established term, the Client is legally in default. In that event, Ricoh is entitled to charge compensation for loss of interest of 1.25% per month or the statutory (trade) interest if this is higher.

13.2 A Client that is in default is liable for all legal and other costs of Ricoh. The other costs shall be at least 15% of the amount claimed with a minimum of 150 euros.

13.3 If the Client fails to fulfill any obligation ensuing from this Agreement in whole or in part and within the stated deadline, Ricoh is entitled to suspend its obligations (amongst others with respect to the provision of service and the supply of consumables) and Ricoh is entitled to dissolve the Agreement (see Article 8.1) and claim (additional) damages.

## Article 14 – Liability

14.1 Ricoh is liable for damage caused by its actions up to a maximum amount of 1,000,000 euros (in words: one million euros) for material damage and 500,000 euros (in words: five hundred thousand euros) for death or injury to persons.

14.2 The Client indemnifies Ricoh against all claims of third parties, including the claims of persons whose personal details are registered or are processed within the framework of a person register kept by the Client or for which the Client is otherwise responsible, for compensation for damage (also) caused, by or in connection with the equipment or the use of the equipment or its condition.

14.3 Ricoh is not liable for damage to hardware, software and data connected to the equipment.

14.4 Notwithstanding the provision of article 14.1, Ricoh is not liable for possible damage of the Client or of third parties caused by or relating to (the use of) the equipment, unless this damage is the consequence of a defect in the equipment that Ricoh knew or should have known at the commencement of the Agreement.

14.5 Ricoh is never liable for damage or costs that are the consequence of misuse of access- or identification codes.

14.6 In all cases, the liability of Ricoh is limited to direct damage. Liability for indirect and/or consequential damage (such as but not limited to loss of profit) is explicitly excluded.

## Article 15 – Copyright disclaimer

The Client is aware that, by virtue of the provisions of the Dutch Copyright Act 1912 applicable at the time of the signing of this Agreement, the publication and duplication of works of literature, science or art is permitted only if copyrights or other rights of third parties are not violated. Parties expressly agree that the Client, when using the equipment, shall ascertain itself of the admissibility of the reproduction of the material given for copying. The Client indemnifies Ricoh against any liability in connection with copyright, insofar it concerns works copied using the equipment made available to the Client.

## Article 16 – Force majeure

16.1 Force majeure from the side of Ricoh includes any circumstance that Ricoh could not reasonably have avoided or prevented and as a result of which the normal execution of the Agreement(s) concluded with the Client is prevented. This includes but is not limited to: strikes, government measures, transport difficulties, delay or inability to supply and damage or defects to corporate resources of Ricoh that are essential to the assignment.

16.2 In the event of obstruction to the execution of the provisions of this Agreement as a consequence of a shortcoming that cannot be attributed to Ricoh, Ricoh is entitled to suspend the execution of the Agreement for no more than three months or to dissolve the Agreement in whole or in part, without Ricoh being liable to pay any compensation. During the suspension Ricoh is entitled and at the end of the suspension it is obliged to either execute the provisions of this Agreement or to dissolve the Agreement in whole or in part.

## Article 17 – Applicable law and jurisdiction

17.1 Dutch law is exclusively applicable to the Agreement concluded with Ricoh.

17.2 All disputes that arise on account of the Agreement concluded with Ricoh shall be submitted exclusively to the judgement of the competent court in 's-Hertogenbosch. Ricoh is entitled to institute proceedings at the court that is competent in default of the provision in the previous sentence.

## Article 18 – Final provisions

18.1 The data obtained in the broadest sense as part of the execution of the Agreement shall be processed in strict confidentiality. Parties shall not disclose these data in whole or in part, except to its own employees, suppliers and authorised persons insofar this is required for the execution of the contractual or legal obligations. In any event, as part of this service no data may be collected about the documents that are managed using equipment provided by @Remote. @Remote does not register any essential data about the copies, prints, scans or fax messages made on the peripheral equipment or about the users or the workstation where the documents are made, reproduced or sent.

18.2 Parties are not bound by arrangements outside the Agreement, unless both Parties confirm this in writing. In the event of conflict between the Agreement and these conditions, the content of the agreement shall prevail.

18.3 Ricoh is bound by additions, deletions and changes to the Agreement and the corresponding appendices only insofar as they are approved in writing by the board of Ricoh or another authorised employee of Ricoh.

18.4 This Agreement enters into force after being signed by the Client, under the resolutive condition of the lack of signature of the board of Ricoh or an authorised employee of Ricoh.

18.5 "An authorised employee of Ricoh" means an employee whose authority must be evidenced by the registration at the Chamber of Commerce.

18.6 The @Remote end user terms and conditions as published on www.Ricoh.nl are applicable to the Agreement. In the event of conflicts, the terms and conditions of the software supplier as mentioned above shall prevail over the General Terms and Conditions Lease Agreements of Ricoh.

Initials	
Client	Ricoh



Versie 10-2015

# General Conditions governing purchase/service agreements of RICOH Nederland B.V. (RICOH) (amended in October 2015)

## Article 1 – Applicability

1.1 These General Conditions of RICOH Nederland B.V. (“RICOH”) govern all offers, quotations and agreements regarding the sale and delivery of products. Any amendments to and/or departures from these General Conditions are valid only if expressly agreed in writing. The applicability of any general conditions of the Customer is expressly excluded.

1.2 All offers and quotations of RICOH are subject to contract. An order is binding on RICOH only if RICOH expressly accepts the order in writing.

1.3 Photographs, drawings, illustrations, prices and technical specifications are provided for information purposes only and are approximations. The information provided is not binding on RICOH and may be amended by RICOH without prior notice.

## Article 2 – Price and payment conditions

2.1 All prices are net and are exclusive of VAT and other charges imposed by the authorities. Unless otherwise expressly agreed, the price of the equipment does not include the costs of transport, insurance and installation.

2.2 All taxes and charges, by any name whatsoever, imposed at any present or future time on the amounts payable by the Customer or on the agreement, the equipment and/or the use of the equipment, regardless of the party on which they are imposed, are payable by the Customer.

2.3 Payment of the amount due must be made within 30 days of the invoice date, at the payment address stated in the invoice.

2.4 If the Customer fails to make payment within the agreed period or any other period set, the Customer is in default by operation of law. In that case RICOH has the right to charge a fee for loss of interest of 1.25% per month or the statutory interest/commercial interest, if higher. If the Customer is in default, it is furthermore liable for all costs incurred by RICOH both in and out of court. The out-of-court costs are at least 15% of the amount due, subject to a minimum of €150.

2.5 The Customer cannot rely on suspension, discount or setoff with regard to its payment obligations towards RICOH.

2.6 If the Customer fails to perform any obligation arising from the agreement or to do so in full or in time, RICOH furthermore has the right to suspend its obligations and the right to dissolve the agreement (see article 14) and to claim damages or additional damages.

2.7 RICOH has the right to adjust the price during the term of the agreement, no more than once a year, but no sooner than six months after the start of the agreement. Such an adjustment may be made e.g. as a result of cost increases and/or changes in the party and/or price increasing measures taken by the Dutch authorities.

## Article 3 – Duration and invoicing

3.1 The service agreement commences on its lawful signature by the Customer. It is valid for the number of months stated in the agreement and commences on the installation of the equipment. If the equipment is delivered in the course of a calendar month, the invoicing under the service agreement commences on the first day following the month in which the most recent device was installed (the “initial configuration”). For each installation of equipment that takes place after the installation of the initial configuration as recorded in the agreement, the term and the invoicing of the service will commence on the first day following the period for which the most recent advance was invoiced. Until the installation of the most recent device of the initial configuration or the invoicing of the (possibly amended) periodical service fee commences, only the prints actually made by the device to be installed will be charged to the Customer on the basis of the prices quoted for additional copies. The agreement is each time automatically extended by a period of 12 months, unless either party gives notice of termination of the agreement by registered letter no later than three months before the end of the lease period.

3.2 The service agreement comprises the standard cover of the costs of replacing parts, the performance of service and repair work, and consumables, with the exception of e.g. paper, stamps and staples. The consumables provided by RICOH are to be used solely for the Equipment as defined in the Agreement. In the event that the Client orders more consumables than necessary for the final number of clicks, RICOH can charge additionally for the costs. After the Agreement has ended, the Client will return all unused consumables to RICOH. The Client will enable RICOH to collect these consumables at the location. Any other agreements made are recorded in a Service Level Agreement that prevails over these General Conditions. The consumables provided will be sufficient to produce the agreed no of clicks, if the device is put to normal use.

3.3 A click is an A4 size print. In the case of a copypriener both the click and the master use are registered as an A4 click. If the device is fitted with an A3 drum, the click and the master use are registered as two A4. In the device is fitted with an A3 drum, the A3 click is also registered as two A4.

3.4 The Client is obliged to provide RICOH with the latest click counter information at the end of every agreed invoicing term. This information forms the basis for the periodical invoicing of clicks used. The information can be provided using one of the following three methods:

- Automated by RICOH through the @Remote application, provided that the application is activated.
  - Manually by the Client through the eServices web portal provided by RICOH.
  - By processing a data-file, in a with RICOH agreed upon format, which the Client makes available to RICOH.
- If the click counter information is not in RICOH's possession on the fifth day after the above mentioned term, RICOH shall send an invoice based on the average invoiced amount of the previous terms. Any discrepancy will be rectified with the invoice of the subsequent period on the basis of the then received click amount. This article is only applicable to equipment that is equipped with a meter.

3.5 In the event of a change and/or delay in the execution of the Agreement, Client will inform RICOH immediately. Any costs consequent to such change and/or delay as provided for in the provision will not be borne by RICOH. The consequent costs and/or work will be reimbursed by Client in accordance with the agreed prices and in there are no agreed prices, in accordance with RICOH's standard prices. If a set price is agreed upon for the work, RICOH will inform the Client, if requested to do so, on the consequences of the additional work and/or costs as a result of a change, which costs will be borne by the Client.

3.6 RICOH can comply with a change request only as from a future date. Amendments to the agreement cannot be made retroactively and must be passed on to RICOH by the Customer before the start of the new invoicing period.

3.7 The Customer may transfer the service agreement only with RICOH's prior written consent. The Customer may not sell, pledge or transfer rights and obligations arising from the agreement in whole or in part to third parties and may not otherwise dispose of or encumber them.

3.8 The service agreement is concluded for a fixed period. The Customer cannot prematurely terminate the agreement.

3.9 The Customer must inform RICOH in writing of any changes in the address and invoicing details. The Customer is responsible for passing on any change in the PO number in a timely manner (no later than before the start of a new invoicing period). RICOH will not correct invoices if the Contractor fails to pass on a change in the PO number in a timely manner.

## Article 4 – Delivery and risk

4.1 Delivery times stated are always to the best of RICOH's knowledge and will be observed to the extent possible. Delivery times are stated for information purposes only and may therefore not be regarded as strict deadlines. In the event of late delivery RICOH must always be given written notice of default and a reasonable period in which to perform its obligations. The Customer is not entitled to damages in the event of late delivery. The Customer is not entitled to dissolve the agreement, unless it cannot reasonably be required to continue the relevant part of the agreement. The dissolution, if any, is then partial and relates only to the part for which that is strictly necessary.

4.2 Delivery is ex warehouse. Only if so agreed in writing will RICOH deliver or arrange for delivery of the equipment sold to the Customer at the delivery address stated by the Customer.

4.3 The risk of loss of, theft of or damage to the equipment or any related accessories, software or data that are the subject of the agreement passes to the Customer the moment RICOH delivers them to the Customer.

4.4 RICOH will package the equipment in accordance with the standards that apply at RICOH. The Customer must comply with the applicable government regulations with regard to the packaging of the products supplied by RICOH.

4.5 If no note was made on the packing slip and no report was drawn up on delivery, the equipment is deemed to have been delivered and to have been accepted by the Customer in a good condition and without any defects.

4.6 A defect is involved if due to a property for which the Customer is not to blame the equipment cannot provide the enjoyment that the Customer could reasonably expect of it on the conclusion of the agreement.

## Article 5 – Delivery and Installation

5.1 If expressly agreed in writing, RICOH will arrange for delivery, installation, adjustment and testing of the equipment.

5.2 If RICOH arranges for delivery and installation of the equipment, the Customer must take measures or arrange for measures to be taken to ensure that the equipment can be easily delivered and installed, and must ensure that the installation location meets the specifications set out in the manual of the equipment and/or stated by RICOH.

## Article 6 – Reservation of title

6.1 All goods delivered to the Customer remain RICOH's property until the Customer has paid RICOH all the amounts due under the purchase agreement, including any interest, commercial interest and increases due.

## Article 7 – Warranty

7.1 RICOH delivers products that are in conformity with the provisions of the purchase agreement. The Customer must use the equipment in accordance with the manuals of the equipment. If used correctly, the products delivered will largely have the functionalities described in the technical information of the manufacture in question at the time of delivery and will therefore largely function properly. RICOH is in no event liable for loss resulting from incorrect use.

7.2 RICOH warrants the quality of the goods delivered by it. For that reason RICOH warrants its products for a period of one (1) year after delivery, being the moment when the Customer takes delivery of the goods ordered, which warranty will not exceed the following provisions. RICOH is merely required, at its option, to repair the equipment sold or to replace the defective part with other parts, which need not be new, without any further compensation. The term stated above commences on delivery and is not extended in the event of repairs.

7.3 The warranty applies accordingly to defects that are largely due to improper installation by RICOH.

7.4 The warranty provided in article 7.2 lapses if the defect is not reported to RICOH within ten working days after being discovered. A visible defect, however, must be reported to RICOH in writing within five working days after delivery. The filing of a complaint, for any reason whatsoever, does not release the Customer from its obligation to make prompt payment on the due date. As from one year after delivery RICOH is no longer liable for any defect established by the Customer.

7.5 If the Customer files a timely complaint and it is established that the product delivered is not in conformity with the agreements made, RICOH may at its option either repair (or arrange for the repair of) or replace the products improperly delivered, or provide the Customer with items that enable it to perform the repairs itself. If RICOH opts for repair, the defective product will be repaired or will be replaced with an equivalent product within ten working days after being returned to RICOH. If it becomes apparent that repairs cannot reasonably be required and no similar product is available, RICOH will refund the purchase price to the Customer within 30 days.

7.6 After RICOH has performed one of the warranty options referred to in article 7.5, it is released from its warranty obligations and does not own the Customer any damages in the broadest sense of the word. The items replaced become the Customer's property. No additional or new warranty applies to the products delivered or repaired under the warranty. The warranty in any event ends one year after delivery of the product.

7.7 The warranty lapses in the following cases:

- in the event of regular wear, improper use, repairs, cleaning or maintenance work or other negligent acts and/or transport, falling or bumping, incompetent connection and/or disconnection of the products or modifications or repair work performed by the Customer;
- if the product is used for purposes other than those for which it is intended or suitable, or is used excessively, if materials are used that are not in conformity with the specifications, or if the product has been used with unsuitable or incorrect accessories;
- if the Customer fails to inform RICOH of its complaint in a timely and correct manner;
- insofar as the defect is due to external causes (such as damage caused by lightning or damage caused by moisture or other external causes or perils), including breakdowns in telephone connections, Internet connections and similar connections;
- if the Customer cannot submit a purchase invoice stating the type and serial number of the product;
- if the product does not have a factory serial number;
- in the case of fax equipment, in the event of a defect of the transmission lines, in the event of transmission to incompatible devices and in the event of a network overload.

7.8 The warranty provisions expressly do not apply to the following products:

- consumables, glass plates, wires and connection cables;
- software;
- DVDs;
- CD-ROMs;
- toners, etc.

RICOH furthermore does not warrant that products delivered are free from viruses or errors and/or that defects or interruptions in the Customer's working environment can be identified and/or that products will function in hardware and/or software combinations chosen by the Customer.

7.9 RICOH does not give any warranty on third-party products delivered by it. In such cases RICOH is in no event bound towards the Customer to give any warranty in excess of that which RICOH can claim from the third party in question. The working hours, travel costs and consumables in the event of maintenance do not come under the warranty. The warranty is valid only within the Dutch territory.

7.10 The work to be performed under the warranty will be performed at the Customer in the case of all equipment weighing more than 30 kg.

7.11 The Customer may contact RICOH (RICOH Remarketing) for the performance of repair work under the warranty or may return the product to RICOH for the Customer's own account and risk in its original, undamaged packaging. RICOH is in no event liable for loss of or damage to products during return shipment.

## Article 8 – Technical service

8.1 RICOH or a third party designated by it will arrange for the installation, adjustment and testing of the equipment or will provide the Customer with information regarding the use of the equipment.

8.2 RICOH will keep the equipment in operating condition and will perform all the repair and maintenance work required for that purpose. RICOH will provide technical service staff for that purpose during RICOH's office hours, within 12 working hours after a message from the Customer that the equipment is not functioning properly. RICOH has the right to engage third parties to perform the work referred to in this article.

8.3 The Customer must take measures to ensure that the equipment can be easily installed and serviced. With regard to the designated location for the installation and the performance of service work, the Customer hereby declares that the specifications recorded in the manual(s) of the equipment in question will be met. The Customer is responsible for the correct choice and the timely and adequate availability of telecom facilities, including the Internet, except for those facilities that come under RICOH's direct use and management. RICOH is no event liable for loss or costs related to transmission errors, breakdowns or non-availability of those facilities.

8.4 RICOH will use its best endeavours to safeguard the reliability of the data transferred with regard to the @Remote service and the availability of the @Remote service, but cannot be held liable if the portal is not available. RICOH will provide Customers that use the extranet site with a number of security tools, such as access codes and certificates. The Customer itself must arrange for the means required to maintain the desired level of security, e.g. by means of password protection.

8.5 If a service agreement is concluded, the replacement of parts and the performance of service and repair work are not payable by the Customer, with the exception of damage and negligence on the part of the Customer that result in a shorter lifespan of all or parts of the equipment and/or give rise to costs as a result of incorrect use. The parties expressly agree that all repairs, modifications, relocations, connections to other equipment or adjustments made by persons other than those authorised by RICOH release RICOH from all its obligations under the agreement.

8.6 If the Customer makes use of parts, paper or consumables other than those supplied or approved by RICOH, the Customer must reimburse RICOH for all resulting loss, in which case all claims of the Customer against RICOH lapse.

8.7 Equipment delivered by RICOH that proves to be defective, otherwise than due to causes for which the Customer is to blame, will be repaired or replaced by RICOH free of charge. The Customer must inform RICOH of the defects in question within a reasonable period after their discovery.

8.8 The performance of maintenance work by RICOH will not be grounds for a reduction of the service charges, or for damages or dissolution.

8.9 Service hours are Monday to Fridays, 8 a.m. to 5 p.m. (with the exception of public holidays), within which the Customer may report Errors to RICOH and within which RICOH will perform the maintenance work.

Initials	
Client	Ricoh



Versie 10-2015

**Article 9 – Exceptions from technical service**

9.1 Under this Service Agreement RICOH is not required:  
- to repair damage or breakdowns or to correct poor performance as a result of incorrect use, incorrect installation insofar as it has been performed by a party other than RICOH, or connection to incompatible equipment or memory;  
- to repair any damage resulting from attempts by persons other than those designated by RICOH to repair or service equipment;  
- to provide software support or maintenance of applications that were not provided by RICOH;  
- to repair damage or breakdowns or to correct poor performance as a result of the use of parts or consumables that were not provided by RICOH or of parts or consumables that were provided by RICOH but are not intended for the equipment in question;  
- to repair damage or breakdowns or to correct poor performance as a result of the use of the equipment in an environment that is not in keeping with the user specifications set out in the Documentation;  
- to repair damage or breakdowns or to correct poor performance after the Equipment has been moved by third parties other than those designated by RICOH;  
- to repair accessories that have not been purchased from or have not been provided by RICOH; or  
- to repair damage or breakdowns caused by exceeding of the maximum capacity.  
9.2 At the Customer's request RICOH will repair the damage and breakdowns referred to in the preceding paragraph, but the costs involved in the repairs will then be separately charged to the Customer on the basis of the customary hourly rate and costs of materials.

**Article 10 – Error report**

10.1 As soon as possible after an Error of the Equipment has been established, the Customer must inform RICOH accordingly by reporting the Error during Service Hours by fax, e-mail or telephone to the telephone numbers and/or addresses stated in the Service Agreement.  
10.2 If an Error is reported by telephone, the Customer must immediately confirm it by e-mail.

**Article 11 – Monitoring**

11.1 The Customer must at all times during normal office hours give one or more persons designated by RICOH access to the place where the equipment is located in order to monitor compliance by the Customer with all its obligations under the agreement and to allow RICOH to perform the monitoring or the repair and maintenance work that it considers necessary.  
11.2 The persons designated by RICOH must comply with the access and safety requirements stipulated by RICOH, insofar as applicable.

**Article 12 – Manner of use**

12.1 The Customer must use the equipment in accordance with their manuals. Without RICOH's prior written consent the Customer may not remove the equipment from the location where it was installed. If the equipment is relocated or move by RICOH at the Customer's request, RICOH will charge the Customer the costs involved. Those costs will be determined on the basis of the then applicable relocation cost table (including installation) per weight group.  
12.2 The Customer must use the equipment and the portal in accordance with the product description. The Customer may use the equipment and software only for business purposes and in accordance with the manufacturer's recommendations. The Customer must respect the exclusive right of use given to it by the manufacturer regarding equipment and related software. That right of use may not be transferred.

**Article 13 – Intellectual or industrial property**

13.1 All intellectual and industrial property rights in respect of the equipment, software or other materials sold or delivered under the agreement, such as documentation, designs, analyses and offers (including their preparatory material) are vested in RICOH or in its licensors. The Customer is granted only the rights of use that are expressly granted in those General Conditions, which rights are non-exclusive and may only be transferred by the Customer in the context of resale in the ordinary course of business.  
13.2 The Customer may not remove any references to copyrights, trademarks, trade names or other intellectual or industrial property rights from the equipment and/or software or other materials referred to above, and may not change them.  
13.3 The Customer is aware that under the provisions of the Copyright Act 1912 (*Auteurswet 1912*) that apply on signature of the agreement the publication and multiplication of works of literature, science or art is permitted only if third-party copyrights or other rights are not infringed. The parties expressly agree that the Customer will ascertain when using the equipment the permissibility of copying the materials presented for copying. The Customer indemnified RICOH against any liability under copyright law insofar as works copied using the equipment made available to the Customer are concerned.

**Article 14 – Right of termination**

14.1 RICOH has the right immediately to terminate the agreement in whole or in part without any judicial intervention or notice of default being required if the Customer fails to promptly comply with any provision of the agreement, in particular if it fails to pay any invoice within the agreed term. Without prejudice to RICOH's entitlement to full damages, the Customer will in any event owe RICOH an amount equal to the total of all the instalments due and outstanding and the instalments that would have fallen due if the agreement had not been terminated.  
14.2 RICOH has the right immediately to terminate the agreement without any judicial intervention and without any notice of default being required if the Customer fails to perform its obligations due to insolvency, the Debt Management (Natural Persons) Act, a suspension of payment, an attachment levied on all or part of its assets, liquidation or any similar condition.

**Article 15 – Liability**

15.1 RICOH is liable for any loss imputable to it, up to a maximum of €1,000,000 (in words: one million euros) for damage to property and €500,000 (in words: five hundred thousand euros) for death or personal injuries.  
15.2 The Customer indemnifies RICOH against any and all third-party claims for reimbursement of loss caused by or related to the equipment, the use of the equipment or the condition that the equipment is in.  
15.3 RICOH is not liable for damage to the hardware, software and data related to the equipment.  
15.4 The Customer is not entitled to a reduction of the agreed price on the grounds of impairment of its enjoyment, unless that impairment of its enjoyment is due to a defect of the equipment of which RICOH was or should have been aware at the start of the agreement.  
15.5 Subject to the provisions of article 15.1, RICOH is not liable for possible loss incurred by the Customer or third parties that is caused by or related to the equipment or the use of the equipment, unless that loss is due to a defect of the equipment of which RICOH was or should have been aware at the start of the agreement.  
15.6 RICOH's liability is limited in all cases to direct loss. Liability for indirect and/or consequential loss is expressly excluded.

**Article 16 – Force majeure**

16.1 Force majeure on the part of RICOH means any circumstance that RICOH could not reasonably avoid or prevent that stand in the way of normal performance of the agreement(s) concluded with the Customer, including but not limited to strikes, government measures, transport difficulties, delays or the impossibility to supply, and damage to or defects of operating assets of RICOH that are essential to the performance.  
16.2 If RICOH is prevented from complying with the provisions of the agreement due to an event of force majeure on its part, it has the right either to suspend the performance of the agreement for a period of no more than three months or to dissolve the agreement in whole or in part, without being liable for damages. RICOH has the right during the suspension – and is obligated at the end of the suspension – either to perform the agreement or to dissolve it in whole or in part.

**Article 17 – Governing law and choice of forum**

17.1 The agreement concluded with RICOH is governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is expressly excluded.  
17.2 All disputes arising from the agreement concluded with RICOH will be submitted exclusively to the competent Court of 's-Hertogenbosch, the Netherlands. RICOH has the right to institute proceedings before the court that would have had jurisdiction absent the provision of the preceding sentence.

**Article 18 – Final provisions**

18.1 The data obtained in the broadest sense of the word in the performance of the agreement will be processed strictly confidentially. The parties may not disclose that information in whole or in part, except to their own employees, suppliers and authorised representatives insofar as that is necessary for the performance of contractual or statutory obligations.  
18.2 Agreements made outside the agreement are not binding on the parties unless both parties have confirmed those agreements in writing. In the event of inconsistency between the agreement and these General Conditions, the content of the agreement prevails.  
18.3 Additions to, deletions in and amendments to the agreement and its appendices are binding on RICOH only if they have been approved in writing by RICOH's management board or by another duly authorised employee of RICOH.  
18.4 The agreement enters into force on signature by the Customer, subject to the condition precedent of signature by RICOH's management board or by a duly authorised employee of RICOH.  
18.5 A "duly authorised employee of RICOH" means an employee whose power of representation is apparent from his or her registration with the Chamber of Commerce.  
18.6 The Customer must immediately inform RICOH by registered letter as soon as the Customer becomes aware of the withdrawal (or intended withdrawal) of a declaration of liability filed for the benefit of the Customer, within the meaning of Book 2, Section 403, of the Dutch Civil Code. Without prejudice to RICOH's other rights, RICOH has the right in that case to demand that the Customer provide additional or alternative security. The Customer must then provide that additional or alternative security.  
18.7 The agreement is also governed by the @Remote end user conditions, which can be found on [www.ricoh.nl](http://www.ricoh.nl). In the event of inconsistencies the provisions of the Software Supplier named above prevail over these General Conditions of RICOH.

Initials	
Client	Ricoh

# General Terms and Conditions of Service Agreements Ricoh Nederland B.V. (Ricoh) April 2009

## Article 1 – Term, price and invoicing

- The service agreement commences after the Client has duly signed it. The term is the number of months stated in the agreement. The agreement is automatically renewed for consecutive terms of twelve months, unless notice to terminate the agreement is given by one of the parties to the other party by means of registered letter no later than three months prior to the expiry of the lease term.
- The service agreement contains the standard coverage of the costs of replacement and the performance of servicing and repairs and consumables, with the exception of, among other things, paper, stamps and staples. Any differing arrangements will be set down in a Service Level Agreement, which has priority over these terms and conditions. The provided consumables are sufficient to produce the number of clicks set in the event of normal use.
- Click means one print in A4 format. In the case of a copy printer, both the click and the master consumption are registered as an A4 click. If an A3 drum is installed, both the click and the master consumption are registered as two A4s. In the case of print equipment equipped with an A3 drum, the A3 click is always registered as two A4s.
- The Client is obliged to send to Ricoh, at the end of every agreed invoicing term, a properly and fully completed (electronic) click card or a (electronic) list as provided by Ricoh, which shall be used for the periodical calculation of clicks and additional clicks. Ricoh shall collect this information through @Remote if that application is activated. If that application is not activated, Ricoh must be notified of the number of clicks using the click card provided. The costs of processing the information on the click card shall be payable by the Client. If the click card / list is not in Ricoh's possession on the fifth day after the above term, Ricoh shall send an invoice based on the average invoiced amount of the previous terms. Any discrepancy shall be rectified on the following invoice based on the click reading received at that time. This Article applies only to equipment equipped with a counter.
- The Client is not permitted to transfer the service agreement without the written consent of Ricoh. The Client is not allowed to sell, pledge, transfer or otherwise alienate or encumber the rights and obligations ensuing from the agreement in whole or in part to third parties.
- The service agreement is entered into for a definite term. The Client is not entitled to cancel the agreement prematurely.

## Article 2 – Technical service

- Ricoh, or a party designated by it, is responsible for setting up, configuring and testing the equipment or shall provide the Client with information on how to get the equipment up and running.
- Ricoh shall keep the equipment in working condition and perform all necessary servicing and repairs. To this end, Ricoh shall provide access to technical service staff, during Ricoh's business hours, within twelve hours of the Client reporting an equipment malfunction. Ricoh is authorised to contract third parties to perform the activities referred to in this article.
- Ricoh shall keep the equipment in working condition and perform all necessary servicing and repairs. To this end, Ricoh shall provide access to technical service staff, during Ricoh's business hours, within twelve hours of the Client reporting an equipment malfunction. Ricoh is authorised to contract third parties to perform the activities referred to in this article.
- The Client is obliged to take the steps needed to ensure that the equipment can be easily installed and serviced. With respect to the designated location for installation and servicing, the Client hereby declares that it shall comply with the specifications as stated in the manual or manuals accompanying the machine. The Client is responsible for the correct selection and the timely and adequate availability of telecom facilities, including internet, except for those facilities directly used and managed by Ricoh. Ricoh shall never be liable for damage or costs due to transmission errors, disruptions or the unavailability of these facilities.
- Ricoh shall deploy all appropriate resources to monitor the reliability of the data transferred using the @Remote service and the availability of the @Remote service, but cannot be held liable if the portal is unavailable. Ricoh provides to the Client of the extranet site a number of security tools, such as access codes and certificates. The Client is responsible for the tools to maintain the desired security level, by protecting passwords for instance.
- The replacement of parts and performance of servicing and repair activities under the service agreement are not payable by the Client, excepting damage and negligence of the Client that reduce the useful life of (parts of) the equipment and/or generate costs due to incorrect use. Parties expressly agree that any repairs, changes, movements, connections to other equipment or configurations performed by any other than persons authorised by Ricoh release Ricoh from all obligations ensuing from this agreement.
- In the event of use by the Client of other parts, paper or consumables than those supplied or approved by Ricoh, the Client is obliged to compensate all damage caused to Ricoh as a result and all claims of the Client against Ricoh become void.
- Equipment supplied by Ricoh that proves to be defective due to causes other than those the Client is liable for shall be repaired or replaced by Ricoh free of charge. The Client must notify Ricoh of these defects within a reasonable term.
- Service by Ricoh shall not be a reason for reducing the service costs, compensation or cancellation.
- Service hours are between 08.00 and 17.00 Monday up to and including Friday (excepting official holidays), within which times the Client can report Errors to Ricoh and within which times servicing is provided by Ricoh.

## Article 3 - Exceptions to technical service

- Under this Service Agreement Ricoh does not have the obligation to:
  - End damage and disruptions or rectify substandard performance as a consequence of incorrect use, incorrect installation insofar as installation was done by a party other than Ricoh or connection to unsuitable equipment or memory.
  - Repair damage caused by attempts of other parties than persons designated by Ricoh to repair or service equipment.
  - Offer software support or maintenance to applications that do not come from Ricoh.
  - End damage or disruptions or rectify substandard performance as a consequence of the use of parts or consumables that do not come from Ricoh or parts or consumables that do come from Ricoh but that are not intended for the equipment in question.
  - End damage or disruptions or rectify substandard performance as a consequence of the use of the equipment in an environment that does not meet the specifications of use as stated in the Documentation.
  - End damage or disruptions or rectify substandard performance after placement of the Equipment by a party other than Ricoh or third parties designated by Ricoh.
  - Repair accessories that were not purchased or did not come from Ricoh.
  - End damage or disruptions resulting from maximum capacity being exceeded.
- On the request of the Client Ricoh shall end the damage or disruptions referred to in the preceding paragraph, although the costs of repair will be charged separately to the Client, based on the customary hour rates and material costs.

## Article 4 – Error reporting

- The Client shall notify Ricoh at the earliest opportunity after an Error in the equipment has been observed by means of a fax, email or phone call to the numbers and/or addresses stated in the Service Agreement during Service Hours.
- The Client must confirm immediately by email any Error it reports by phone call.

## Article 5 – Checks

- The Client shall grant, at any time during regular business hours, access to the place where the equipment is located to one or more persons designated by Ricoh to check that the Client is complying with all its obligations under this agreement, to perform all checks or repairs and servicing deemed necessary by Ricoh.
- The persons designated by Ricoh shall observe, where applicable, the access and security requirements to be set by the Client.

## Article 6 – Payment

- The Client shall notify Ricoh of changes to the address and invoicing details.
- The Client cannot invoke deferment, discount or setoff with respect to the payment obligations of the Client towards Ricoh.
- The Client grants Ricoh authorisation to deduct the amounts payable by the Client by virtue of this service agreement, by means of direct debit, from the Client's bank account with the number stated in this agreement. If the Client does not set up a direct debit, Ricoh is entitled to charge 5.00 euros in administration charges over and above the invoice amount. In either event, Ricoh reserves the right to collect administration costs in the event of reversal.
- Payment of the amount payable by the Client, which entails transfer of the owed amount to Ricoh's administration, shall occur at the payment address stated on the invoice within thirty days of the invoice date.
- If the Client, for any reason including those beyond its control, is or shall be unable to use the equipment, this shall have no impact on the continuation of this agreement or on the fulfilment of any obligation ensuing from this agreement.

## Article 7 – Price changes

- Ricoh is entitled to change the price no more than once a year, but no earlier than six months after commencement of this agreement. The change may, among other things, be made as a consequence of cost increases and/or changes in the exchange rate and/or price-raising measures taken by the government of the Netherlands.

## Article 8 – Right of termination

- Ricoh has the right to terminate this agreement in whole or in part with immediate effect and without legal intervention or notice of default if the Client does not comply promptly with any provision of this agreement, and particularly fails to pay any invoice on time. Without prejudice to the right of Ricoh to full compensation, the Client shall at least owe Ricoh an amount equal to the total of all overdue terms at that moment as well as the terms that would have been due if the agreement had not been terminated.
- Ricoh has the right to terminate this agreement in whole or in part with immediate effect and without legal intervention or notice of default if the Client, as a consequence of its obligation, a consequence of involuntary liquidation, a moratorium on payments, full or partial attachment, liquidation or any similar situation, and in that event the Client is in default ipso jure.

## Article 9 – Method of use

- The Client is obliged to use the equipment in accordance with the manuals supplied with the equipment. The Client is not permitted to remove the equipment from the location where it has been installed without prior written permission from Ricoh. If the Equipment is relocated or moved by Ricoh on the request of the Client, Ricoh shall charge the corresponding costs to the Client. These costs shall be based on the prevailing table of relocation costs (including installation) per weight group.
- The Client shall use the Equipment and the portal in accordance with the product description. The Client shall use the above equipment and software only for business purposes and in accordance with the manufacturer's recommendations. The Client respects the exclusive right of use granted to it by the manufacturer with respect to the equipment and accompanying software. This right of use is non-transferable.

## Article 10 – Taxes

- All taxes and costs, under whatever name, that are imposed, now or at any time, on the amounts to be paid by the Client or on this agreement or on the equipment and/or the use of the equipment, regardless of in whose name they are made, are payable by the Client.

## Article 11 – Costs, suspension and interest

- A Client that has not paid within the agreed or otherwise established term is in default. Ricoh is in that event entitled to charge compensation for loss of interest of 1.25% per month or the statutory trade interest if it is higher.

## Article 12 – Liability

- Ricoh is liable for damage that is due to its own fault up to 1,000,000 euros (in words: one million euros) for material damage and 500,000 euros (in words: five hundred thousand euros) for death and injury to persons.
- The Client indemnifies Ricoh against all claims of third parties for compensation of damage caused (in part) by or in connection with the equipment or the use of the equipment or the condition of the equipment.
- Ricoh is not liable for damage to hardware, software and data associated to the equipment.
- The Client is not entitled to claim a reduction in the agreed price because of a reduction in the enjoyment, unless that reduction in the enjoyment is the consequence of a defect in the equipment that Ricoh was aware of or should have been aware of at the commencement of the agreement.
- Except in the case of Article 12.1, Ricoh is not liable for any damage of the Client or of third parties caused by or relating to (the use of) the equipment, unless this damage is the consequence of a defect of the equipment that Ricoh was aware of or should have been aware of at the commencement of the agreement.
- Ricoh is never liable for damage or costs that are the consequence of misuse of access or identification codes.
- In all cases, Ricoh's responsibility is limited to direct damage. Liability for indirect and/or consequential damage is explicitly excluded.

## Article 13 – Copyright

- The Client is aware that, by virtue of the stipulations of the Copyright Act (1912) prevailing when this agreement was signed, making public and reproducing works of literature, science or art is only permitted if copyrights or other rights of third parties are not infringed. Parties explicitly agree that the Client, when using the equipment, shall ascertain the permissibility of copying what has been offered for copying. The Client indemnifies Ricoh against any liability pertaining to copyright insofar as it involves works copied using the equipment made available to the Client.

## Article 14 – Force majeure

- Force majeure with respect to Ricoh means any circumstance that Ricoh was not reasonably able to avoid or prevent and as a consequence of which the normal performance of the agreement or agreements with the Client is obstructed. This includes, but is not limited to: work strike, government measures, transport difficulties, delay or impossibility in the supply and damage to – or defects in – operating assets of Ricoh that are essential to the agreement.
- In the event of obstruction of the performance of the provisions set down in this agreement as a consequence of a non-attributable shortcoming of Ricoh, Ricoh is entitled to either suspend the performance of the agreement for the duration of no more than three months or to terminate the agreement in whole or in part, without Ricoh being obliged to pay any compensation. During the suspension Ricoh is authorised, and at the end of the suspension Ricoh is obliged, to choose between performance or whole or partial termination of the agreement.

## Article 15 – Applicable law and jurisdiction

- The law of the Netherlands is exclusively applicable to the Agreement concluded with Ricoh.
- All disputes that come into being with reference to the agreement concluded with Ricoh shall be exclusively submitted to the court of competent jurisdiction in 's-Hertogenbosch for a ruling. Ricoh has the right to bring an action before the court that would have competent jurisdiction in the absence of the provision of the previous sentence.

## Article 16 – Final provisions

- The data that in the widest sense of the word are acquired as part of the performance of this agreement will be handled in strict secrecy. Parties shall not divulge these data in whole or in part, except to their own employees, suppliers and authorised representatives insofar as this is required by the performance of the contractual or legal obligations. In any event, as part of this service agreement no data may be collected about the documents managed using equipment processed by @Remote. @Remote does not register any essential data about the copies, prints, scans or fax messages made on the peripheral equipment or about the users or the workstation where the documents were made, reproduced or sent.
- Parties are not bound by arrangements outside the scope of this agreement, unless both Parties confirm them. In the event of inconsistency between the agreement and these terms and conditions, the contents of the agreement have priority.
- Ricoh is bound by additions, deletions and changes to this agreement and the corresponding annexes only insofar as they are approved in writing by the management of Ricoh or an authorised employee of Ricoh.
- The signing of this agreement by the Client gives it legal force, under the resolutive condition of the lack of signature of the senior management of Ricoh or an employee of Ricoh authorised to this end.
- An "employee of Ricoh authorised to this end" means an employee whose authority must be proven by the registration with the Chamber of Commerce.
- The @Remote end user terms and conditions as published at [www.ricoh.nl](http://www.ricoh.nl) are applicable to the Agreement. In the event of inconsistency, the above Software supplier's terms and conditions have priority over Ricoh's General Lease Terms and Conditions.
- In case of inconsistency with the Dutch wording of the Terms and Conditions the Dutch wording will prevail over this translation.

<b>Initial</b>	
<b>Client</b>	<b>Ricoh</b>



Initial		
Client		Ricoh



# General Terms and Conditions Purchase Agreements Ricoh Nederland B.V. (Ricoh)

## Article 1 – Applicability

1.1 These General Terms and Conditions of Ricoh Nederland B.V. (hereafter 'Ricoh') are applicable to all offers, proposals and agreements for the sale and delivery of products. Additions to and/or deviations from these General Terms and Conditions are only valid if they have explicitly been agreed upon in writing. RICOH can only accept a request for adjustment against a future date. Adjustments in the Agreement cannot be agreed upon with retroactive effect and need to be reported prior to the new invoicing period by Client to RICOH. Applicability of any possible General Terms and Conditions of the Client is hereby explicitly excluded.

1.2 All proposals and quotes of Ricoh are without obligation. An order/delivery only commits Ricoh if it accepts this explicitly in writing.

1.3 Photos, drawings, illustrations, prices and technical features are solely provided for information purposes and are approximate indications. The supplied data do not bind Ricoh and can be adjusted by Ricoh without prior notification.

## Article 2 – Price and payment conditions

2.1 All prices are net, excluding VAT and other charges imposed by the government. Unless explicitly agreed upon otherwise, the costs of transport, insurance and installation are not included in the price of the equipment.

2.2 All taxes and costs, regardless their name, that are imposed, now or at any time, on the amounts the Client needs to pay, or on this Agreement or on the equipment and/or the use of the equipment, regardless in whose name they are, are payable by the Client.

2.3 Payment of the amount owed needs to occur within 30 days after the invoice date at the payment address stated on the invoice.

2.4 If the Client does not pay within the term agreed upon or otherwise determined, Client is legally in default. In that case, Ricoh is entitled to charge compensation for loss of interest of 1.25% per month, or the statutory (trade)interest if this is higher. In case of default of the Client, Client will be liable for all legal and other costs of Ricoh. The other costs shall be at least 15% of the amount claimed with a minimum of EUR 150.

2.5 The Client cannot invoke suspension, reduction or settlement with relation to the obligations to pay of the Client to Ricoh.

2.6 If the Client does not fulfil any obligations resulting from this Agreement in whole or in part or not in time, Ricoh is entitled to suspend its obligations and Ricoh is entitled to cancel the Agreement (see provision 8) and to claim (additional) damages.

2.7 Client needs to inform Ricoh in writing of changes in the address and invoicing details. It is the responsibility of the Client to report a change in the PO-number in time (no later than the start of a new invoicing period). Ricoh shall not correct any invoices due to late reporting of a change in the PO-number of the Client.

## Article 3 – Delivery and risk

3.1 Statements of delivery times are always to the best of knowledge and will be adhered to as much as possible. Stated delivery times are indicative and can therefore not be considered fatal terms. In case of delay in the delivery, Ricoh must always be given written notice of default and Ricoh needs to be granted a reasonable term to yet fulfill its obligations. The Client cannot claim any redress if a delivery time is exceeded. The Client is not allowed to invoke dissolution, except when the Client cannot reasonably be expected to maintain the relevant section of the Agreement. The possible dissolution is partial and effects only that part section that is strictly necessary.

3.2 Delivery occurs at the location of the warehouse of Ricoh. Only if it is agreed upon in writing Ricoh shall deliver or have delivered the equipment sold to the Client at the delivery address specified by the Client.

3.3 The risk of loss, theft, or damage to the equipment, possible accompanying accessories, software and data that are subject of this Agreement passes on to the Client at the moment Ricoh has delivered it to the Client.

3.4 Ricoh shall package the equipment in accordance with its established standards. The Client shall deal with the packaging coming from the products supplied by Ricoh in accordance with the applicable governmental regulations.

3.5 If upon delivery no comment is made on the packing note or no report has been made, then the equipment is considered to be delivered in good condition and without defects and accepted by Client.

3.6 There is a deficiency when as a consequence of a characteristic not attributable to the Client, the equipment is unable to function as the Client could have expected when entering into the Agreement.

## Article 4 – Delivery and installation

4.1 If this has been explicitly agreed upon in writing, Ricoh shall ensure the delivery, installation, adjustment and testing of the equipment.

4.2 If Ricoh ensures the delivery and installation of the equipment, the Client is obliged to take measures so that the equipment can easily be delivered and installed and the Client needs to ensure that the location for installation meets the specifications as listed in the manual accompanying the equipment and/or specified by Ricoh.

## Article 5 – Retention of title

5.1 All goods delivered to the Client remain property of Ricoh until the Client has fully paid all amounts due under the Purchase Agreement, including due (trade) interest and increase clauses to Ricoh.

## Article 6 – Warranty and guarantee

6.1 Ricoh delivers products in accordance with the provisions of the Purchase Agreement. The Client is obliged to use the equipment in accordance with the manuals accompanying the equipment. When used correctly, the delivered products will have the functionality as described in the technical information of the supplier concerned at the time of delivery and therefore function predominantly. Ricoh can never be held liable for damage as a result of incorrect use.

6.2 Ricoh guarantees the quality of the goods delivered by her. For this reason, for the period of one year (1) after delivery, being the acceptance of the ordered goods by the Client, Ricoh provides a guarantee on its products not extending beyond the hereafter stipulated. Ricoh solely has the obligation, upon its choice, to repair the sold equipment, or to replace the defective part by pieces that may or may not be new, without any further compensation. The above mentioned term shall commence at the time of delivery and will not be extended by any repair.

6.3 The guarantee shall correspondingly apply to defects that are mainly caused by improper installation by Ricoh.

6.4 The guarantee provided on the basis of article 6.2 shall expire in case the defect has not been reported to Ricoh within 10 working days after it has been discovered. A visible defect however needs to be reported in writing to Ricoh within 5 working days. The filing of a complaint for whatever reason, does not release the Client from the obligations to pay promptly on the due date. After the expiry of 1 year after delivery, Ricoh can no longer be held liable regarding any defect detected by Client.

6.5 If Client has submitted its complaint in time and it has been proven that the delivered product does not satisfy to which has been agreed upon, then Ricoh has the choice either to repair or have repaired the unsound products free of charge, or to provide the Client with products so that the Client will be able to repair the product itself. In case Ricoh opts for the possibility to repair, the defect product shall be repaired within 10 working days after return to Ricoh, or shall still be replaced by an equivalent product. In case repair cannot reasonably be required and no equivalent product is available, Ricoh shall refund the purchase amount to Client within 30 days.

6.6 After Ricoh has delivered one of the guarantee options mentioned in section 6.5 of this article, Ricoh is discharged of its guarantee obligations and does not owe any damage compensation in the broadest sense to the Client. The replaced items shall become property of the Client. There is no additional or renewed guarantee provision for the products that are delivered under the guarantee or that are repaired. At all times, the guarantee shall expire after a period of 1 year after delivery of the product.

6.7 The guarantee shall expire in the following cases:

- (a) in case of normal wear and tear, improper use, repair, cleaning- or maintenance activities, or other negligence and/or transport, falling or bumping, improper connection and/or disconnection of the products or adjustments c.q. repair activities performed by the Client;
- (b) in case of use for purposes other than those for which the product is intended or suitable, or in case of excessive use, and in case of the use of materials which do not meet the specifications or in case the product has been used with unsuitable or wrong accessories;
- (c) in case the Client has not reported its complaint in time and in a correct way to Ricoh;
- (d) as far as the defect has been caused by external causes affecting the product (for instance lightning damage, damage caused by moisture or other external causes and accidents) including failures in telephone connections, internet connections and similar connections;
- (e) in case the Client cannot produce a purchase invoice which indicates the product type and serial number;
- (f) in case the product is not provided with a serial number that was applied in the factory.
- (g) with regard to fax machines, the guarantee expires in case of failure of the transmission lines, with transmission to non-compatible devices and overvoltage.

6.8 The following products are explicitly not covered by the guarantee provisions:

- (a) consumables, glass plates, lines and connection cables;
- (b) software;
- (c) dvd's;
- (d) cd-rom's;
- (e) toners etc.

Furthermore Ricoh does not guarantee that a supplied product is free from viruses or errors, and/or that defects or interruptions in the working environment of the Client can be detected, and/or that products function in hardware- and/or software combinations as selected by the Client.

6.9 Ricoh does not provide a guarantee on third party products supplied by Ricoh. In these cases Ricoh can never be obliged to have a further going guarantee to the Client than Ricoh can claim with the third party concerned. Working hours, relocations and consumables in case of a maintenance are not included in the guarantee. The guarantee is only valid on Dutch territory.

6.10 The work required for fulfillment of the guarantee shall be executed at the location of the Client for all equipment with a weight of more than 30 kg.

6.11 For equipment with a weight of less than 30 kg, the Client can go to Ricoh (Ricoh Remarketing) for the execution of repair activities that fall under the guarantee, or the Client can return the product to Ricoh at its own account and at its own risk in the original, undamaged packaging. Ricoh is by no means liable for loss or damage of the products during a return.

## Article 7 – Intellectual or industrial property

7.1 All rights of intellectual and industrial property on the sold and/or supplied equipment, software, or other materials such as documentation, designs, analysis, offers (including preparatory material) thereof) by virtue of the Agreement rest exclusively with Ricoh or its licensors. The Client is granted only the rights of use explicitly allocated by these conditions, which rights are non-exclusive and are only transferable by the Client in the context of resale in the ordinary course of its business.

7.2 The Client is not permitted to remove or change any indication concerning copyrights, marks, trade names or other intellectual or industrial property rights on equipment and/or software or other materials as mentioned before.

7.3 The Client is aware that, by virtue of the provisions of the Dutch Copyright Act 1912 applicable at the time of the signing of this Agreement, the publication and duplication of works of literary, science or art is permitted only if copyrights or other rights of third parties are not violated. The parties explicitly agree that the Client when using the equipment shall ascertain itself of the admissibility of the reproduction of the material offered for copying. The Client indemnifies Ricoh against any liability in connection with copyright, insofar it concerns works copied using the equipment made available to Client.

The Client is aware that, by virtue of the provisions of the Dutch Copyright Act 1912 applicable at the time of the signing of this Agreement, publishing and duplication of works of literature, science or art is permitted only if copyrights or other rights of third parties are not violated. Parties expressly agree that the Client, when using the equipment, shall ascertain the admissibility to copy the material given for copying. The Client indemnifies Ricoh against any liability in connection with copyright, insofar it concerns works copied using the equipment provided to the Client.

## Article 8 – Right of Termination

8.1 Ricoh is entitled to terminate this Agreement in whole or in part immediately without legal intervention and without the necessity of a formal notice of default being required, if the Client fails to strictly comply with any provisions of this Agreement, and in particular does not pay any invoice in time. Without prejudice to Ricoh's right to a full compensation, the Client shall at least owe Ricoh an amount equal to the total sum of all not yet paid, expired lease terms, as well as the lease terms that would have been due if the Agreement had not been terminated.

8.2 Ricoh is entitled to terminate this Agreement immediately without legal intervention and without notice of default being required, in case the Client cannot fulfill its obligations as a result of its bankruptcy, debt restructuring, suspension of payment, total or partly confiscation, liquidation, or any comparable situation, and the Client is then legally in.

## Article 9 – Liability

9.1 Ricoh is liable for damage caused by its actions, up to a maximum of EUR 1,000,000 (in words: one million euros) for material damage and EUR 500,000 (in words: five hundred thousand euros) for death or injury to persons.

9.2 Client indemnifies Ricoh against all claims of third parties for damages (partly) caused by or relating to the equipment or the use of the equipment or its condition.

9.3 Ricoh is not liable for damage to the hardware, software and data connected to the equipment.

9.4 The Client is not entitled to claim a reduction of the agreed price on the ground that there is a reduction of use, unless that reduction is a result of a defect in the equipment that Ricoh knew or was ought to know at the commencement of the Agreement.

9.5 Notwithstanding article 9.1, Ricoh is not liable for possible damage of the Client or third parties caused by or related to (the use of) the equipment, unless that damage is a result of a defect in the equipment that Ricoh knew or was ought to know at the commencement of the Agreement.

9.6 In all cases, liability of Ricoh is limited to direct damage. Liability for indirect and/or consequential damage is explicitly excluded.

## Article 10 – Force majeure

10.1 Force majeure from the side of Ricoh includes any circumstance that Ricoh could not reasonably have avoided or prevented and as a result of which the normal execution of the Agreement(s) with the Client are prevented. This includes but is not limited to: strikes, governmental measures, transport difficulties, delay or inability to supply and damage or defects to corporate resources of Ricoh that are essential to the assignment.

10.2 In the event of obstruction to the execution of the provisions of this Agreement as a consequence of a shortcoming that cannot be attributed to Ricoh, Ricoh is entitled to suspend the execution of the Agreement for a period of no more than three months, or to dissolve the Agreement in whole or in part, without Ricoh being liable to pay any compensation. During the suspension Ricoh is entitled, and at the end of the suspension it is obliged to either execute the provisions of this Agreement or to dissolve the Agreement in whole or in part.

## Article 11 – Applicable law and jurisdiction

11.1 The Agreement concluded with Ricoh is governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is explicitly excluded.

11.2 All disputes that arise on account of the Agreement concluded with Ricoh shall exclusively be submitted to the judgment of the competent court in 's-Hertogenbosch. Ricoh is entitled to institute proceedings at the court that is competent in default of the provision of the previous sentence.

## Article 12 – Final provisions

12.1 The data obtained in the broadest sense as part of the execution of the Agreement shall be processed in strict confidentiality. Parties shall not disclose these data, in whole or in part, except to its own employees, suppliers and authorised parties to the extent that this is required for the execution of the contractual or legal obligations. 12.2 Arrangements outside the Agreement are not binding for either party, unless they have been confirmed by both parties in writing. In case of conflict between the Agreement and these conditions, the content of the Agreement shall prevail.

12.3 Any additions, deletions and changes to the Agreement and the corresponding Appendices shall only bind Ricoh in case they have been approved in writing by the board of Ricoh or an authorised employee of Ricoh.

12.4 This Purchase Agreement enters into force after being signed by the Client under the resolute condition of the lack of signature of the board of Ricoh or an authorised employee of Ricoh.

12.5 An 'authorised employee of Ricoh' means an employee whose authority must be evidenced by the registration at the Chamber of Commerce.

12.6 The Client shall notify Ricoh immediately by means of a registered letter as soon as the (intent to) withdrawal of a liability statement for the benefit of the Client as referred to in Book 2, Article 403 of the Dutch Civil Code has become known to the Client. Without prejudice to the other rights of Ricoh, Ricoh shall in that event be entitled to demand additional or alternative security from the Client. The Client is obliged to complete or substitute that security.

<b>Initials</b>	
<b>Client</b>	<b>Ricoh</b>



# General Terms and Conditions Ricoh Document Solutions

## GENERAL PROVISIONS

### 1. Agreement offers

- 1.1 These general terms and conditions apply to all offers, legal relationships and agreements whereby the Supplier provides goods and/or services of any nature to the Client. Provisions deviating from these general terms and conditions only apply if they are explicitly agreed in writing.
- 1.2 All offers and other statements of the Supplier are without obligation, unless explicitly stated otherwise by the Supplier. Client is responsible for the correctness and completeness of the sizes, demands, specifications of the performance and other data submitted by or on behalf of it to Supplier upon which Supplier bases its offer.
- 1.3 Application of purchasing and other conditions of the Client is explicitly rejected.
- 1.4 If any provision of these general terms and conditions is void or nullified, the other provisions of these general terms and conditions remain in full effect.
- 1.5 Supplier may place (further) demands on communication between Parties or the performance of juristic acts by email.

### 2. Price and payment

- 2.1 All prices are excluding turnover tax (VAT) and other duties imposed by the authorities.
- 2.2 If the Client has a periodic payment obligation, Supplier is entitled to adjust the applicable prices and rates in writing with a notice term of no less than three months. If the Client does not wish to agree to such an adjustment, the Client is entitled to terminate the agreement within thirty days of the notice by the date on which the adjustment would come into effect.
- 2.3 In the agreement Parties will set the date or dates on which the Supplier charges the remuneration for the agreed performances to the Client. Invoices will be paid by the Client in accordance with the payment conditions stated on the invoice. If there is no specific arrangement, the Client shall pay the invoice within thirty days of the invoice date. The Client is not entitled to set off or defer a payment.
- 2.4 If the Client fails to pay the owed amounts on time, the Client shall owe statutory interest on the outstanding amount, without any demand or notice being needed. If the Client still fails to pay the claim after receiving a demand or a notice, the Supplier may pass on the claim, in which case the Client, in addition to the owed total amount, will also be obliged to pay all legal and other costs, including costs charged by external experts in addition to the costs established at law. The Client also owes the costs of failed mediation incurred by the Supplier if the Client is ordered by court ruling to pay the outstanding amount in whole or in part.

### 3. Confidential data, acquisition of employees and privacy

- 3.1 Each of the Parties guarantees that all data that is known or should be known to be of a confidential nature received from the other Party shall remain secret, unless a legal duty demands disclosure of those data. The Party that receives confidential data shall use them only for the purpose for which they have been provided. Data are in any event deemed to be confidential if they are denoted as such by one of the Parties.
- 3.2 For the duration of the agreement and for one year after its termination, each of the Parties shall hire or otherwise, directly or indirectly, employ employees of the other Party involved at any time in the performance of the agreement only with the prior written consent of the other Party. The Supplier shall not withhold such consent where applicable if the Client has offered appropriate compensation.
- 3.3 The Client indemnifies the Supplier against agreements of persons whose personal data are registered or will be processed as part of a person registration that will be held by the Client or for which the Client is otherwise responsible by law, unless the Client proves that the facts on which the liability is based are exclusively attributable to the Supplier.

### 4. Retention of ownership and rights, specification and retention

- 4.1 All objects supplied to the Client remain the property of the Supplier until all amounts owed by that Client for the objects supplied or to be supplied or activities performed or to be performed by virtue of the agreement, as well as all other amounts owed by that Client due to failure to discharge the payment obligation, are paid in full. A Supplier that acts as a reseller shall be permitted to sell and resell all objects subject to the retention of title of the Supplier insofar as such is customary in the normal exercise of its business. If the Client forms a new object from objects (partly) supplied by the Supplier, the Client forms that object only for the Supplier and the Client holds the newly formed object for the Supplier until the Client has paid all amounts owed under the agreement; in that event the Supplier possesses all rights as owner of the newly formed object until the moment of full payment by the Client.
- 4.2 In such cases, rights are always granted or transferred to the Client under the condition that the Client pays the price agreed for such rights on time and in full.
- 4.3 The Supplier may retain received or generated objects, products, property rights, data, documents, data files and (interim) results of the service provision of the Supplier under the agreement, in spite of an existing obligation of surrender, until the Client has paid all owed amounts to the Supplier.

### 5. Risk

- 5.1 The risk of loss or theft of or damage to objects, products, Software or data that are the subject of the agreement passes onto the Client at the moment the Client or an auxiliary person of the Client has the actual power to dispose of them.

### 6. Rights of intellectual or industrial property

- 6.1 All rights of intellectual or industrial property on the Software, websites, data files, Equipment developed or made available by virtue of the agreement, or other materials, such as analyses, designs, documentation, reports, quotations, as well as preparatory material thereof, rest exclusively with the Supplier, its licensors or its Suppliers. The Client is granted only the rights of use explicitly allocated by these conditions and the law. Every other or further right of the Client to reproduce Software, websites, data files or other materials is excluded. A right of use granted to the Client is non-exclusive and non-transferable to third parties.

- 6.2 If, contrary to article 6.1, the Supplier is prepared to undertake the transfer of a right of intellectual or industrial property, such an obligation may only be entered into explicitly in writing. If Parties agree explicitly in writing that rights of intellectual or industrial property with respect to Software, websites, data files, Equipment or other materials specifically developed for the Client will pass to the Client, this does not prejudice the right of the Supplier to apply or utilise the parts, general principles, documentation, works, programming language and such like on which that development is based for other purposes without any restriction, either for itself or for third parties. Neither does a transfer of rights of intellectual or industrial property affect the right of the Supplier to undertake developments for its own use or the use of third parties that are similar to those that are or will be undertaken for the use of the Client.
  - 6.3 The Client is not permitted to remove from or change in the Software, websites, data files, Equipment or materials any indication concerning the confidential character or concerning copyrights, marks, trade names or other rights of intellectual or industrial property.
  - 6.4 The Supplier is permitted to take technical measures to protect the Software or with a view to agreed restrictions in the duration of the right to use the Software. The Client is not permitted to remove or avoid such a technical measure. If, as a consequence of protective measures, the Client is unable to make a reserve copy of the Software, the Supplier shall make a reserve copy available to the Client on request.
  - 6.5 Unless the Supplier makes a reserve copy of the Software available to the Client, the Client may make one reserve copy of the Software, which copy may only be used to protect against involuntary loss or damage. The reserve copy may only be installed after involuntary loss or damage. A reserve copy must be provided with the same labels and indications of copyright as are present on the original copy (see article 6.3).
  - 6.6 With due consideration for the other provisions of these general terms and conditions, the Client is entitled to improve errors in the Software made available to it if such is necessary for the intended use of the Software. Use of the term 'errors' in these general terms and conditions means the substantial non-fulfilment of the functional or technical specifications made known by the Supplier in writing and, in the case of Custom Software and websites, of the functional or technical specifications explicitly agreed between Parties. An error is denoted as such only if the Client can demonstrate it and it is reproducible. The Client is obliged to notify the Supplier of errors immediately.
  - 6.7 The Supplier indemnifies the Client against any legal claim of a third party based on the contention that Software, websites, data files, Equipment or other materials developed by the Supplier itself infringes a right of intellectual or industrial property valid in the Netherlands, provided that the Client notifies the Supplier immediately of the existence and the content of the legal claim and leaves the handling of the case, including the reaching of any settlements, entirely to the Supplier. The Client shall grant the Supplier the necessary powers of attorney, information and cooperation to that end, so that the Supplier is able to defend itself against these legal claims, if necessary in the name of the Client. This indemnification obligation becomes void if the alleged infringement is connected (i) to materials made available by the Client to the Supplier for use, processing, treatment or incorporation or (ii) to changes the Client has made or has permitted third parties to make to the Software, website, data files, Equipment or other materials. If established irrevocably in law that the Software, website, data files, Equipment or other materials developed by the Supplier infringe any right of intellectual or industrial property belonging to a third party or if in the judgement of the Supplier there is reasonable probability that such an infringement shall occur, the Supplier shall do its utmost to ensure that the Client is able to continue to use, without disruption, what has been provided, or other functionally equivalent Software, websites, data files, Equipment or the other materials in question, for example by modifying the infringing parts or by acquiring a right of use for the benefit of the Client. If the Supplier in its exclusive judgement cannot ensure that the Client is able to continue to use, without disruption, what has been provided or can only do so in a way that is (financially) unreasonably burdensome to it, the Supplier shall take back what has been provided with crediting of the acquisition costs minus a reasonable user fee. The Supplier shall only make its choice in this matter after consultation with the Client. Every other or further liability or indemnification obligation of the Supplier due to infringement of rights of intellectual or industrial property of a third party is completely excluded, including liability and indemnification obligation of the Supplier for infringements caused by the use of the provided Software, website, data files, Equipment and/or other materials (i) in a form not modified by the Supplier, (ii) in connection with objects or Software not provided and issued by the Supplier or (iii) in another way than for which the Software, website, data files, Equipment and/or other materials are developed or intended.
  - 6.8 The Client guarantees that no rights of third parties are incompatible with making available to the Supplier Equipment, Software, material intended for websites (images, text, music, domain names, logos et cetera), data files, or other materials, including design material, for the purpose of use, treatment, installation or incorporation (e.g. in a website). The Client shall indemnify the Supplier against any action that is based on the allegation that such an act of making available, using, treating, installing or incorporating infringes any right of third parties.
- ### 7. Assistance by the Client; telecommunication
- 7.1 The Client shall always provide the Supplier on time with all data or information useful and necessary for the proper performance of the agreement and provide all assistance, including providing access to its premises. If the Client deploys its own employees as part of assisting the performance of the agreement, these employees shall possess the necessary knowledge, experience, capacity and quality.
  - 7.2 The Client bears the risk of the selection, the use and the application in its organisation of the Equipment, Software, websites, data files and other products and materials and of the services to be provided by the Supplier, and is also responsible for the control and protection procedures and appropriate system management.
  - 7.3 If the Client makes Software, websites, materials, data files or data on an information storage medium available to the Supplier, they shall fulfil the specifications prescribed by the Supplier.
  - 7.4 If the Client does not make the data, Equipment, Software or employees necessary for the performance of the agreement available to the Supplier at all, on time or in

- accordance with the agreements or if the Client fails to fulfil its obligations in another way, the Supplier is entitled to suspend the performance of the agreement in whole or in part and to charge the costs incurred as a consequence of its usual rates, without prejudice to the right of the Supplier to exercise any other legal right.
- 7.5 If employees of the Supplier perform activities on site at the Client, the Client shall provide at no charge the facilities reasonably desired by those employees, such as a workspace with computer and telecommunication facilities. The workspace and facilities shall fulfil all applicable (legal) demands and regulations pertaining to working conditions. The Client indemnifies the Supplier against claims of third parties, including employees of the Supplier, who, in connection with the performance of the agreement, suffer damage consequential to acts and failures to act of the Client or consequential to unsafe situations in its organisation. The Client shall notify the employees of the Supplier to be deployed in good time of the internal and safety rules in its organisation.
- 7.6 If telecommunication facilities, including internet, are used in the performance of the agreement, the Client is responsible for the correct choice and the timely and appropriate availability thereof, except with regard to those facilities that are under the direct use and management of the Supplier. The Supplier is never liable for damage or costs due to transmission errors, disruptions or non-availability of these facilities, unless the Client proves that this damage or these costs are the consequence of gross negligence or intention of the Supplier or its executives. If telecommunication facilities are used in the performance of the agreement, the Supplier is entitled to allocate access or identification codes to the Client. The Supplier may change allocated access or identification codes. The Client shall handle the access codes confidentially and with due care and only discloses them to authorised employees. The Supplier is never liable for damage or costs that are the consequence of misuse of access or identification codes.
- 8. Delivery terms**
- 8.1 All (delivery) terms mentioned or agreed by the Supplier are established to the best of the Supplier's knowledge on the basis of the data provided to the Supplier when the agreement was entered into. The Supplier uses appropriate efforts to comply with agreed (delivery) terms as far as possible. The Supplier is not in default by the simple fact of exceeding a mentioned or agreed (delivery) term. In all cases, also if Parties have agreed a final term explicitly in writing, the Supplier shall only be in default due to a failure to meet a deadline when the Client serves notice of this fact in writing. The Supplier is not bound to (delivery) terms, final or otherwise, that can no longer be met due to circumstances beyond its control that have occurred after the agreement has been entered into. Neither is the Supplier bound to (delivery) terms, final or otherwise, if Parties agree a change to the content or scale of the agreement (extra work, changes to specifications et cetera). If there is a danger of any term being exceeded, Supplier and Client will consult at the earliest opportunity.
- 9. Termination of the agreement**
- 9.1 Each Party is authorised to terminate the agreement only if the other Party attributably fails to comply with essential obligations in the agreement, in all cases after a sound and as detailed as possible written notice of default in which a reasonable term is set for the failure to be rectified.
- 9.2 If an agreement not terminated by accomplishment in terms of nature and content is entered into for an indefinite term, it may be terminated by each of the Parties after good consultation and with statement of reasons by means of written notice. If no explicit notice term is agreed between Parties, a reasonable term should be observed in the event of notice of termination being given. Parties shall never be obliged to pay any compensation for termination.
- 9.3 Contrary to what the law has laid down by means of directory law, the Client may terminate a service provision agreement only in the cases regulated by these conditions.
- 9.4 Each of the Parties may terminate the agreement in writing in whole or in part without notice and with immediate effect if the other party is granted – temporarily or otherwise – a moratorium on payments, if the involuntary liquidation of the other Party is applied for or the company of the other Party is liquidated or terminated other than for the benefit of reconstruction or joining of companies. The Supplier is never obliged to any restitution of monies already received or compensation owing to this termination. In the event of involuntary liquidation of the Client, the Client's right to use the supplied Software expires automatically.
- 9.5 If the Client has already received performances under the agreement at the moment of the termination as referred to in article 9.1, these performances and the corresponding payment obligation shall not be the subject of undoing, unless the Client proves that the Supplier is in default with respect to those performances. Amounts that the Supplier has invoiced prior to the termination in connection with what it has already properly done or provided in performance of the agreement continue to be payable in full with due consideration for the provision in the previous sentence and are immediately due at the moment of the termination.
- 10. Liability of the Supplier; indemnification**
- 10.1 The total liability of the Supplier due to attributable failure in the performance of the agreement is limited to compensation for direct damage up to a maximum amount of the price stipulated for that agreement (excl. VAT). If the agreement is mainly a continuing performance agreement with a term of more than one year, the price stipulated for the agreement is set at the total of the remunerations (excl. VAT) stipulated for one year. However, in no event shall the total compensation for direct damage be more than €500,000 (five hundred thousand euros). Direct damage only means:
- reasonable costs that the Client would have to incur to bring the performance of the Supplier into line with the agreement; however, this alternative damage is not compensated if the agreement is terminated by or on the demand of the Client.
  - reasonable costs the Client has incurred while keeping its old system or systems and corresponding facilities operational out of necessity because of which the Supplier has not delivered on a final delivery date to which it is bound, less any savings that are a consequence of the delayed delivery;
  - reasonable costs incurred to determine the cause and the scale of the damage, insofar as the determination relates to direct damage within the meaning of these conditions;
  - reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to the limitation of direct damage within the meaning of these conditions.
- 10.2 The total liability of the Supplier for damage by death or physical injury or due to material damage of objects may never exceed €1,250,000 (one million two hundred and fifty thousand euros).
- 10.3 The liability of the Supplier for indirect damage, consequential damage, lost earnings, lost savings, reduced goodwill, damage due to business stagnation, damage as a consequence of claims of customers of the Client, data corruption or loss, damage connected with the use of objects, materials or software of third parties prescribed to the Supplier by the Client, damage connected with the calling in of Suppliers prescribed to the Supplier by the Client and all forms of damage other than those mentioned in articles 10.1 and 10.2, for whatever reason, is excluded.
- 10.4 The limitations mentioned in preceding paragraphs of this article 10 become void if and insofar as the damage is the consequence of gross negligence or intention of the Supplier or its executives.
- 10.5 The liability of the Supplier due to attributable failure in the performance of the agreement occurs in any event only if the Client immediately puts the Supplier into default in writing, setting a reasonable term for the failure to be rectified, and the Supplier continues to attributably fail to perform its obligations after that term. The notice of default should contain the most complete and detailed possible description of the failure, so the Supplier is able to respond appropriately.
- 10.6 The condition for the coming into being of any right to compensation is always that the Client reports the damage to the Supplier in writing at the earliest opportunity after it occurs. Every claim for compensation against the Supplier becomes void upon the simple expiry of twenty-four months after the claim occurs.
- 10.7 The Client indemnifies the Supplier against all claims of third parties due to product liability as a consequence of a fault in a product or system delivered to a third party by the Client and that is due in part to Equipment, Software or other materials delivered by the Supplier, except if and insofar as the Client proves that the damage has been caused by that Equipment, Software or other materials.
- 10.8 The provisions of this article also apply to the benefit of all (legal) persons the Supplier avails itself of in the performance of this agreement.
- 11. Force majeure**
- 11.1 None of the Parties is obliged to fulfil any obligation if obstructed from doing so as a consequence of force majeure. Force majeure also means force majeure of third-party suppliers of the Supplier, the non-fulfilment of obligations of third party-suppliers prescribed by the Client to the Supplier as well as deficiency of objects, materials, Software of third parties whose use by the Supplier is prescribed by the Client.
- 11.2 If a situation of force majeure has lasted for more than ninety days, parties are entitled to terminate the agreement in writing. Anything already performed pursuant to the agreement shall in that event be settled proportionately, without Parties owing each other anything.
- 12. Applicable law and disputes**
- 12.1 The agreements between Supplier and Client are governed by the law of the Netherlands. Applicability of the Vienna Sales Convention (1980) is excluded.
- 12.2 Any disputes that may arise between Supplier and Client with reference to an agreement concluded between Supplier and Client or with reference to further agreements consequential thereto are settled by means of arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes in The Hague, without prejudice to the right of Parties to request an order in interlocutory arbitration proceedings and without prejudice to the right of the Parties to take protective legal measures.
- 12.3 In order to attempt an amicable solution to an existing or potential future dispute any Party may always initiate ICT mediation in accordance with the ICT mediation regulation of the Foundation for the Settlement of Automation Disputes in The Hague. ICT mediation in accordance with these regulations is oriented to mediation by one or more mediators. This procedure does not lead to a judgement that is binding on Parties. Participation in this procedure occurs on a voluntary basis. The provision of this article paragraph is not incompatible with a Party that so wishes bypassing the ICT mediation procedure and immediately following the rules on the settlement of disputes mentioned in article 12.2.
- SERVICE PROVISION**
- The provisions in this 'Service Provision' chapter apply alongside the General Provisions of these general terms and conditions if the Supplier provides services, such as advice, applicability study, consultancy, training, courses, support, employees, hosting, the design, development, implementation or management/administration of Software, websites or information systems and service provision with respect to networks. These provisions do not affect the provisions concerning specific services, such as Software development and servicing in these general terms and conditions.
- 13. Fulfilment**
- 13.1 The Supplier shall use best efforts to provide the service with due care, where applicable in accordance with the arrangements and procedures set down in writing with the Client. All services of the Supplier will be provided on the basis of an obligation to perform at the best of one's ability, unless and insofar as the Supplier has explicitly promised a result in the written agreement and the result in question is described with sufficient particularity. Any arrangements concerning a service level will always be agreed explicitly in writing.
- 13.2 If it has been agreed that the service provision shall occur in phases, the Supplier is entitled to postpone the start of the services that belong to a phase until the Client has approved the results of the preceding phase in writing.
- 13.3 The Supplier is obliged during the provision of the service to follow the instructions of the Client in a timely and responsible way only if this has been explicitly agreed. The Supplier is not obliged to follow instructions that change or supplement the content or the scale of the agreed service provision; however, if such instructions are followed the activities in question will be paid for in accordance with article 14.
- 13.4 If a service provision agreement has been entered into with a view to fulfilment by a single person, the Supplier is always entitled, after consultation with the Client, to replace this person with one or more other persons with the same qualifications.
- 13.5 If there is no explicitly agreed invoicing schedule, all amounts connected with services provided by the Supplier are payable after provision once every calendar month.



#### 14. Change and extra work

- 14.1 If the Supplier has performed activities or other work outside the content or scale of the agreed service provision on the request or with the prior consent of the Client, these activities or work will be paid for by the Client in accordance with the usual rates of the Supplier. If a system analysis, a design or specifications are expanded or changed this also results in extra work. The Supplier is never obliged to honour such a request and it may demand that a separate agreement be entered into for that purpose.
- 14.2 The Client accepts that the agreed or expected time of completion of the service provision, and the reciprocal responsibilities of Client and Supplier, can be impacted by activities or work as referred to in article 14.1. The fact that (the demand for) extra work occurs during the performance of the agreement is never a reason for the Client to terminate or cancel the agreement.
- 14.3 Insofar as a fixed price has been agreed for the service provision, the Supplier shall notify the Client in writing in advance on request of the financial consequences of those extra activities or work.

#### 15. Training, courses

- 15.1 Insofar as the service provision of the Supplier consists of providing training or courses, the Supplier may always demand payment for this training or courses before commencement. The consequences of the cancelled participation in training or courses are governed by the Supplier's customary rules.
- 15.2 If the number of enrolments gives rise thereto in the judgement of the Supplier, the Supplier is entitled to combine the training or course with one or more other trainings or courses or to schedule it at a later date or a later time.

#### 16. Employee posting

- 16.1 Within the meaning of these conditions, employee posting means when the Supplier makes an employee (hereinafter the 'posted employee') available to the Client so that this employee performs activities under the supervision and/or management of the Client.
- 16.2 The Supplier uses best efforts that ensure the posted employee continues to be available for the duration of the agreement, without prejudice to the provision of article 13.4 regarding replacement.
- 16.3 The Client is entitled to request the replacement of the posted employee (i) if the posted employee demonstrably does not fulfil the explicitly agreed quality demands and the Client notifies the Supplier of this in writing within three business days of the commencement of the activities or (ii) in the event of the protracted illness or departure from employment of the posted employee. The Supplier shall give immediate priority attention to the request. The Supplier is not responsible for ensuring that replacement is always possible. If replacement is not possible, either at all or immediately, the claims of the Client to further compliance with the agreement become void, as do all claims of the Client due to non-fulfilment of the agreement. The payment obligations of the Client with respect to performed activities remain in place.
- 16.4 The Supplier is obliged to deduct the wage tax and (advance) social security contributions for the posted employee in connection with the agreement in good time and in full. The Supplier indemnifies the Client against all legal claims of the tax authorities and social security agencies respectively with respect to taxes and social security contributions that are directly related to the Supplier making the posted employee available (the recipient liability), provided that the Client leaves the settlement of the claims in question in full to the Supplier, thereby granting it all assistance and providing it with all necessary information and, if the Supplier so desires, procedural powers of attorney.
- 16.5 The Supplier accepts no liability for the selection of the employee or for the results of the activities that are achieved under the supervision and/or management of the Client.

#### SOFTWARE DEVELOPMENT

The provisions in this "Software Development" chapter apply alongside the General Provisions of these general terms and conditions and the special provision of the "Service Provision" chapter if the Supplier develops and optionally installs Software on the instruction of the Client. The "Software Use and Servicing" chapter applies to this Software, except where otherwise provided for in this chapter. The rights and obligations referred to in this chapter exclusively relate to computer software in a form a data processing machine can read and stored on material such a machine can read, as well as the corresponding documentation. In this chapter Software always also means websites.

#### 17. Software Development

- 17.1 If specifications or a design of the Software to be developed has not already been given to the Supplier when this agreement was entered into, Parties shall set down in writing the specifications to which the Software will be developed and how this will be done. The Supplier shall develop the Software with due care on the basis of the data provided by the Client, the correctness, completeness and consistency of which the Client is responsible for. If Parties have agreed the use of a development method characterised by the design and/or development of parts of the Software subject to prioritisation to be determined during the performance of the agreement, this prioritisation shall always be made in consultation between Parties.
- 17.2 The Supplier is entitled but not obliged to examine the correctness, completeness or consistency of the data, specifications or designs provided to it and, if any imperfections are observed, to suspend the agreed activities until the Client has removed the imperfections in question.
- 17.3 Without prejudice to the provision of article 6, the Client only acquires the right to use the Software in his own company or organisation. Only if and insofar as such is explicitly agreed in writing may the source code of the Software and the technical documentation made during the development of the Software be made available to the Client, in which case the Client shall be entitled to make changes to this Software. If the Supplier is obliged at law to make the source code and/or the technical documentation available to the Client, the Supplier may demand reasonable compensation for this.

#### 18. Delivery, installation and acceptance

- 18.1 The Supplier shall deliver and install the Software to be developed to the Client as far as possible in accordance with the written specifications, although such installation shall only occur if installation by the Supplier has been agreed in

writing. If no explicit arrangements have been agreed with respect to this, the Client will install, set up, configure and calibrate the Software itself and if needed modify the Equipment and user environment. Unless explicitly agreed otherwise, the Supplier is not obliged to perform data conversions.

- 18.2 If an acceptance test has been agreed, the test period is fourteen days after delivery or, if installation by the Supplier has been agreed in writing, after completion of the installation. During the test period the Client is not permitted to use the Software for productive or operational purposes. The Supplier may always demand, therefore also if such has not been explicitly agreed, that the Client conducts a proper test of sufficient scale and depth with sufficiently qualified employees of (interim) results of the development activities and that the test results are reported to the Supplier in writing in an orderly and understandable way.
- 18.3 The Software shall have been accepted between Parties:
- if no acceptance test has been agreed between Parties: upon delivery or, if installation by the Supplier has been agreed in writing, upon the completion of the installation, or
  - if an acceptance test has been agreed between Parties: on the first day after the test period, or
  - if the Supplier receives a test report as referred to in article 18.5 before the end of the test period: at the moment that the errors as mentioned in that test report, within the meaning of article 6.6, have been rectified, without prejudice for the presence of imperfections that, according to article 18.6, do not obstruct Acceptance. This notwithstanding, if the Client uses it before the moment of explicit Acceptance for productive or operational purposes, the Software shall be deemed to have been fully accepted from the moment of such use.
- 18.4 If, during the agreed acceptance test, the Software is shown to contain errors that obstruct the acceptance test, the Client shall notify the Supplier of this in writing in detail, in which event the test period will be interrupted until the Software has been modified such that said obstruction no longer exists.
- 18.5 If, during the agreed acceptance test, the Software is shown to contain errors within the meaning of article 6.6, the Client shall notify the Supplier of the errors in a detailed written test report no later than the final day of the test period. The Supplier shall use best efforts to rectify the errors in question within a reasonable term, being entitled to introduce provisional solutions, software workarounds or restrictions that avoid the problem in the Software.
- 18.6 Acceptance of the Software may not be withheld for reasons other than those connected with the specifications explicitly agreed between Parties and furthermore not due to the existence of minor errors, being errors that do not reasonably obstruct the operational or productive use of the Software, without prejudice to the obligation of the Supplier to rectify these minor errors under the warranty arrangement of article 21, if applicable. Furthermore, Acceptance may not be withheld with respect to aspects of the Software that can be evaluated only subjectively, such as the design of user interfaces.
- 18.7 If the Software is to be delivered and tested in phases and/or parts, the non-acceptance of a given phase and/or part does not affect any Acceptance of an earlier phase and/or another part.
- 18.8 The consequence of Acceptance of the Software in one of the ways as referred to in article 18.3 is that the Supplier is fully discharged in respect of fulfilment of its obligations connected with developing and making available the Software and, if installation by the Supplier has also been agreed, of its obligations connected with installing the Software. Acceptance of the Software does not affect the rights of the Client by virtue of article 18.6 concerning minor errors and article 21 concerning warranty.
- 18.9 If there is no explicitly agreed invoicing schedule, all amounts relating to the development of the Software will be payable upon the delivery of the Software or, if installation by the Supplier has also been agreed in writing, upon completion of the installation.

#### SOFTWARE USE AND SERVICING

The provisions mentioned in this "Software Use and Servicing" chapter apply alongside the General Provisions of these general terms and conditions to all Software made available by the Supplier. The rights and obligations referred to in this chapter exclusively relate to computer software in a form a data processing machine can read and stored on material such a machine can read, as well as the corresponding documentation, including any new versions to be provided by the Supplier. In this chapter Software always also means websites.

#### 19. Right of use

- 19.1 Without prejudice to the provision of article 6, the Supplier grants the Client the non-exclusive right of use of the Software. The Client shall always comply fully with the user restrictions agreed between parties. Without prejudice to the other provisions in these general terms and conditions, the right of use of the Client only comprises the right to load and run the Software.
- 19.2 The Software may be used by the Client only in its own company or organisation on one processing unit and for the specific number or types of users or connections for which the right of use has been granted. Unless agreed otherwise, the processing unit of the Client on which the Software is used for the first time and the number of connections to that processing unit at the moment of first use is the processing unit and the number of connections for which the right of use is granted. In the event of any disruption of the processing unit referred to, the Software may be used on another processing unit for the duration of the disruption. The right of use may relate to several processing units insofar as this is explicitly stated in the agreement.
- 19.3 The right of use is non-transferable. The Client is not permitted to sell, lease, sublicense, alienate or grant limited rights to the Software and information storage media on which it is stored or to make it available to a third party in any way or for any purpose, to grant a third party access to the Software, remotely or otherwise, or to host the Software at a third party, even if the third party in question uses the Software only for the benefit of the Client. The Client shall not change the Software except to rectify errors. The Client shall not use the Software to process data for the benefit of third parties ('time-sharing'). The source code of the Software and the technical documentation created during the development of the Software will not be made available to the Client, even if the Client is prepared to pay for this availability in cash. The Client acknowledges that the source code has a confidential character and that it contains business secrets of the Supplier.
- 19.4 The Client shall return all copies of the Software to the Supplier immediately after the end of the right of use of the Software. If Parties have agreed that the Client shall destroy the copies in question at the end of the right of use, the Client shall notify of such destruction immediately in writing.

## 20. Delivery, installation and acceptance

- 20.1 The Supplier shall deliver the Software on the agreed type and size of information storage media to the Client and, if installation by the Supplier has been agreed in writing, install the Software at the Client. If no explicit arrangements have been agreed with respect to this, the Client will install, set up, configure and calibrate the Software itself and if needed modify the Equipment and user environment. Unless explicitly agreed otherwise, the Supplier is not obliged to perform data conversions.
- 20.2 If an acceptance test has been agreed between Parties, the provisions of articles 18.2 up to and including 18.7 apply by analogy. If no acceptance test has been agreed between Parties, the Client accepts the Software in the condition it is in at the moment of delivery, that is with all visible and invisible errors and other defects, without prejudice to the obligation of the Supplier pursuant to warranty of article 21. The provisions of article 18.8 always applies without restriction.
- 20.3 If there is no explicitly agreed invoicing schedule, all amounts relating to making the Software available and the right of use of the Software will be payable upon the delivery of the Software or, if installation by the Supplier has also been agreed in writing, upon completion of the installation.

## 21. Warranty

- 21.1 The Supplier shall use best efforts to rectify errors within the meaning of article 6.6 within a reasonable term, if they are reported in detail in writing to the Supplier within a period of three months of delivery, or, if installation by the Supplier has also been agreed in writing, within three months of acceptance. The Supplier does not guarantee that the Software shall function without interruption, errors or other defects or that all errors and other defects will be rectified. The rectification will be performed free of charge, unless the Software has been developed on the instruction of the Client at a price that is not fixed, in which case the Supplier shall charge the costs of the rectification at its usual rates. The Supplier may charge the costs of rectification at its usual rates in the event of user errors or injudicious use of the Client or of other causes not attributable to the Supplier or if the errors could have been identified during the agreed acceptance test. Recovery of corrupted or lost data is not covered by the warranty. The warranty obligation is void if the Client makes changes or has changes made to the Software without written permission from the Supplier, which permission shall not be withheld for unreasonable reasons.
- 21.2 Errors shall be rectified at a location to be selected by the Supplier. The Supplier is entitled to use provisional solutions or software workarounds or restrictions that avoid problems in the Software.
- 21.3 The Supplier does not have any obligation with respect to rectifying errors that are reported after the end of the warranty term referred to in article 21.1, unless a servicing agreement containing such a rectification obligation has been concluded between Parties.

## 22. Servicing

- 22.1 If the Client has not entered into a servicing agreement with the Supplier at the same time as entering into the agreement to supply the Software, the Supplier cannot be obliged to enter into a servicing agreement at a later time.

## 23. Software of third party-supplier

- 23.1 If and insofar as the Supplier supplies the Client with Software of third party suppliers, provided the Supplier has notified the Supplier of such in writing, the terms and conditions of those third parties shall apply to that Software replacing the provisions in these conditions. The Client accepts the conditions of third parties in question. The Supplier holds these conditions for inspection by the Client and the Supplier shall send these conditions to the Client free of charge on request. If and insofar as the conditions of third parties in question are deemed not to apply in the relationship between Client and Supplier for any reason or are declared to be inapplicable, the provisions of these general terms and conditions apply without restriction.

## SALE OF EQUIPMENT

The provisions mentioned in this "Sale of Equipment" chapter apply alongside the General Provisions of these general terms and conditions if the Supplier sells Equipment to the Client. Insofar as the scope of the following conditions is not incompatible with this, 'Equipment' also means loose parts of Equipment.

## 24. Selection of Equipment, delivery and risk

- 24.1 The Client bears the risk of the selection of the sold Equipment. The Supplier is not responsible for ensuring the Equipment is suitable for the use intended by the Client, unless the intended uses are clearly specified without reservation in the written purchase agreement between Parties.
- 24.2 Equipment sold by the Supplier to the Client shall be delivered to the Client at the location of the warehouse of the Supplier. The Supplier shall deliver or have delivered the Equipment sold to the Client at a location to be designated by the Client only if this has been agreed in writing. The Supplier shall notify the Client, where possible in good time before delivery, of the time it or the hauler intends to deliver the Equipment. The delivery times stated by the Supplier are always approximate.
- 24.3 Equipment is delivered at the agreed location at the agreed purchase price. Unless agreed otherwise, the purchase price of the Equipment does not include the costs of transport, insurance, hoisting and lifting, renting of temporary facilities et cetera.
- 24.4 The risk of loss or theft of or damage to the equipment is transferred to the Client upon delivery to the Client. If a hauler is used for the delivery, on the request or

instruction of the Client or otherwise, the risk of loss or theft of or damage to the equipment is transferred to the Client as soon as the Equipment is given into the possession of the hauler.

- 24.5 The Supplier shall pack the Equipment in accordance with its usual standards. If the Client demands a special way of packing, the extra costs connected with that shall be payable by the Client. The Client shall handle packaging from the products delivered by the Supplier in compliance with the government regulations applicable thereto. The Client indemnifies the Supplier against claims of third parties due to non-compliance with such regulations.

## 25. Environmental demands and installation

- 25.1 The Client is responsible for ensuring an environment that meets any demands for the Equipment as specified by the Supplier (e.g. concerning temperature, humidity, technical environmental demands).
- 25.2 The Supplier shall install the Equipment or have it installed, if Parties have explicitly agreed this in writing. Any obligation of the Supplier to install the Equipment does not include the obligation to install Software or to convert data.
- 25.3 If the Supplier has undertaken to install, the Client shall make an appropriate installation location available with all necessary facilities, such as cables and telecommunication facilities, and follow all instructions of the Supplier necessary for the installation.
- 25.4 The Client shall provide the Supplier with access to the installation location during normal business days and hours of the Supplier so that it can perform the necessary activities.

## 26. Warranty

- 26.1 The Supplier shall use best efforts to repair any material or manufacturing errors in the Equipment, as well as parts that are supplied by the Supplier under the warranty or as part of servicing, free of charge within a reasonable term if they are reported to the Supplier in detail within a period of three months of delivery. If repair in the reasonable judgement of the Supplier is not possible, would take too long or would involve disproportionately high costs, the Supplier is entitled to replace the Equipment free of charge with other similar but not necessarily identical Equipment. Data conversion that is necessary as a consequence of repair or replacement is not covered by the warranty. All replacement parts are the property of the Supplier. The warranty obligation is void if the material or manufacturing errors are wholly or partly the consequence of incorrect, careless or incompetent use, of external causes such as fire or water damage, or if the Client makes changes or has changes made to the Equipment or the parts that are supplied by the Supplier under the warranty or as part of servicing without the permission of the Supplier. The Supplier shall not withhold such permission on reasonable grounds.
- 26.2 Work and costs of repair outside the scope of this warranty shall be charged by the Supplier at its usual rates.
- 26.3 The Supplier does not have any obligation with respect to rectifying errors that are reported after the end of the warranty term referred to in article 26.1, unless a servicing agreement containing such a rectification obligation has been concluded between Parties.

## 27. Equipment of third party-supplier

- 27.1 If and insofar as the Supplier supplies Equipment of third parties to the Client, provided the Supplier notifies the Client in writing, the conditions of those third parties shall apply to that Equipment, replacing the contrary provisions in these conditions. The Client accepts the conditions of third parties in question. The Supplier holds these conditions for inspection by the Client and the Supplier shall send these conditions to the Client free of charge on request. If and insofar as the conditions of third parties in question are deemed not to apply in the relationship between Client and Supplier for any reason or are declared to be inapplicable, the provisions of these general terms and conditions apply without restriction.

## SERVICING OF EQUIPMENT

The provisions mentioned in this "Servicing of Equipment" chapter apply alongside the General Provisions of these general terms and conditions if Supplier and Client have entered into an agreement for the servicing of Equipment.

## 28. Term of the servicing obligation

- 28.1 The agreement for servicing of Equipment will be entered into for the term agreed between Parties or for one year if no term has been agreed.
- 28.2 The term of the agreement shall be automatically renewed repeatedly for the length of the original term, unless Client or Supplier terminates the agreement in writing with due observation of a notice term of three months preceding the period in question.

## 29. Servicing

- 29.1 The content and scale of the servicing to be provided by the Supplier and any corresponding service levels shall be laid down in a written agreement between Parties. If there is no such agreement the Supplier is obliged to use best efforts to rectify disruptions properly reported by the Client to the Supplier within a reasonable term. In this chapter, 'disruption' means non-compliance or non-compliance without interruption with the specifications of the Equipment explicitly announced in writing by the Supplier. A disruption only exists if the Client is able to demonstrate it and it can be reproduced.
- 29.2 Servicing will be performed during the business days and hours applicable at the Supplier.

# Basic Service & Support Conditions

## 1. Equipment

- 1.1. The servicing of equipment comprises preventive and corrective maintenance as standard. Servicing will be performed during the business days and hours applicable at Ricoh.
- 1.2. Ricoh reserves the right, among other things, to suspend its servicing obligations for as long as circumstances occur at the location at which the Equipment is set up that, in the judgement of Ricoh, entail risks to the safety or health of employees of Ricoh.
- 1.3. Ricoh is responsible for ensuring that its expertise with respect to the Equipment is kept up to date. Ricoh shall register and record in its administration all relevant data with respect to the activities performed on the Equipment. Ricoh shall give the Client the opportunity to inspect the data recorded in this way upon request.
- 1.4. Parts are replaced if this is necessary to rectify or prevent disruptions in the judgement of Ricoh. The replaced parts are and/or remain the property of Ricoh.
- 1.5. The Client shall notify Ricoh immediately after the occurrence of a disruption in the Equipment by means of a detailed description of the disruption drawn up by an employee of the Client who is knowledgeable in that matter. The Client is obliged to grant employees of Ricoh or third parties designated by Ricoh access to the location of the Equipment, to grant all other necessary assistance and to make the Equipment available to Ricoh for the servicing activities.
- 1.6. On the request of Ricoh, an employee who is knowledgeable in the matter shall be present at servicing activities for consultation. The Client has the right to be present at all activities to be performed for the benefit of the Client.
- 1.7. The Client is authorised to connect Equipment and systems not supplied by Ricoh to the Equipment sold to the Client and to install on it software not supplied by Ricoh. The costs of investigating and rectifying disruptions ensuing from the connection of Equipment not supplied by Ricoh or the installation of software not supplied by Ricoh are payable by the Client.
- 1.8. If, in the judgement of Ricoh, the servicing of the Equipment requires the connections of Equipment with other systems or Equipment to be tested, the Client shall make available to Ricoh these other systems or Equipment together with the relevant test procedures and information storage media.
- 1.9. Test material necessary for servicing activities but not belonging to Ricoh's normal apparatus must be made available by the Client.
- 1.10. The Client is responsible for the technical, spatial and telecommunication facilities needed for the Equipment to function. The servicing explicitly does not extend to the abovementioned facilities and connections.
- 1.11. The Client bears the risk of loss or theft of or damage to the Equipment during the period Ricoh has them in its possession for servicing activities. The Client is responsible for insuring this risk. Prior to presenting the Equipment to Ricoh for servicing, the Client ensures that a reliable and complete reserve copy has been made of all software and data stored in the Equipment.
- 1.12. Ricoh accepts no servicing obligations for Equipment not set up in the Netherlands, unless explicitly agreed otherwise.
- 1.13. Unless agreed otherwise, Ricoh performs the activities on Equipment in the Benelux on location at the Client. In exceptional cases systems or parts of systems may be taken to the main office for inspection and/or repair.
- 1.14. Improvements may be made to the Equipment if Ricoh deems it necessary for the proper functioning of the System.
- 1.15. Unless agreed in writing at an extra cost, the servicing price does not include:
  - replacement of consumer articles, such as magnetic storage media and ink ribbons;
  - the replacement costs of parts as well as servicing to rectify disruptions wholly or partly caused by attempted repairs by parties that are not Ricoh;
  - activities for the partial or full overhaul of the Equipment;
  - modification to Equipment;
  - movement, relocation, reinstallation of Equipment or activities as a consequence of this.
  - lamps, roll-feeds and glass plates (for scanners) and toner, eraser lamps, LED arrays, drums, developer kits, fuser and corona wires.
- 1.16. The Client shall be responsible insofar as applicable at its own expense and risk for minor servicing to be specified by Ricoh.
- 1.17. Activities as a consequence of the study or repair of problems arising from improper use of the Equipment or exterior causes such as faults in communication lines or power facilities, or connections to and/or use of Equipment, software or materials not covered by the agreement, are not part of the obligations of Ricoh by virtue of this agreement and shall be charged separately to the Client at the customary prices.

## 2. Software

- 2.1. The Basic Software Service & Support comprises:
  - a) Making available to the Client Bug Fixes or Patches specially intended for the Client to correct errors and Service Packs intended for general distribution (including Updates) and new Versions. Some Upgrades may also be included, depending on the policy of the Software Manufacturer in question.
  - b) Telephone support from the Helpdesk with respect to use of the Software.
- 2.2. Errors are understood to mean the substantial failure to fulfil functional and technical specifications announced in writing by Ricoh and in the event of customised software the functional and technical specifications agreed in writing between Parties. An error is denoted as such only if the Client can demonstrate it and it is reproducible. The Client is obliged to report errors to Ricoh without delay.
- 2.3. The Client shall submit to Ricoh a detailed report of any errors observed in the Software in accordance with the customary procedures of Ricoh. After receipt of the report, Ricoh shall use best efforts to repair errors within the meaning of Article 2.2 and/or to improve subsequent new Versions of the Software. The results shall be made available to the Client depending on the urgency in the manner and within the term established by Ricoh. Ricoh is entitled to engineer temporary solutions or Software workarounds or restrictions that avoid the problem in the Software. Unless otherwise agreed, the Client shall install, set up, configure and calibrate the corrected Software or the provided new Version and make any necessary adjustments to the Equipment and user environment. Unless otherwise agreed, Ricoh is not obliged to perform data conversion.

- 2.4. Ricoh gives no guarantees that the Software shall work without interruption, error or other faults or that all errors or other faults shall be rectified.
- 2.5. Ricoh may charge the costs of repair in accordance with its customary prices in the event of user errors, improper use or other causes not attributable to Ricoh or if the Software is changed by a party other than Ricoh. Servicing does not include recovery of corrupted or lost data.
- 2.6. Ricoh shall make available to the Client Service Packs and new Versions of the Software. Ricoh may demand that the Client enters into a new contract with Ricoh and that a new payment is made before making available a Version with new options and functions (Upgrade).
- 2.7. The initiative for releasing a Service Pack or a new Version shall rest with the Software Manufacturer. This Service Pack or Version shall be made available after control and release by Ricoh.
- 2.8. Bug Fixes (Patches) shall be supplied digitally. All Service Packs, new Versions and Upgrades shall be supplied on a data carrier that is generally accepted at that time (CD, DVD etc).
- 2.9. Service Packs, new Versions and Upgrades are announced by the relevant Software Manufacturer well in advance. Release Notes are provided upon announcement and delivery by this Software Manufacturer of these Service Packs, new Versions and Upgrades. The Client accepts the standard Release Notes provided by the relevant Software Manufacturer as complete and adequate.
- 2.10. Service Packs, new Versions and Upgrades may be incompatible with the Implementation – the functional and/or technical organisation of the System – including but not limited to Customised Software using the Software's API. A new Version does not always have to comprise full functionality of the Version used by the Client nor does such functionality have to be accessed or used in an identical manner.
- 2.11. Installation of a Service Pack, new Version or Upgrades may conflict with the functionality of the Client's System owing to third-party products installed on the Client's Infrastructure by the Client or a third party. It may be necessary to update such third-party products in the light of the provided Release Notes. The relevant Software Manufacturer shall notify the Client in the Release Notes of any incompatibility insofar as it is aware of such.
- 2.12. Each Service Pack, new Version and Upgrade shall be tested in-house at Ricoh. Ricoh shall submit a proposal to the Client with respect to how the new release shall be implemented, If Ricoh performs the installation on the request of the Client, the installation description shall be revised. Changes that are important to users shall also be documented. If the Client performs the installation it is expected to revise the installation description itself.
- 2.13. The Client shall implement Service Packs, new Versions and Upgrades at the earliest reasonable opportunity to enable Ricoh to provide optimal support.
- 2.14. Ricoh guarantees that it is and shall continue to be able to provide support to the Client for the two Versions of the Software preceding the latest Version of the Software announced or for a term of two years after the date of announcement of the latest Version of the Software announced, whichever is longest.
- 2.15. Ricoh shall offer the above guarantee only on the basis of obligations of effort from the moment the relevant Software Manufacturer no longer provides support, Bug Fixes and new releases for a specific Version of the Software.
- 2.16. Each Service Pack, new Version and Upgrade is deemed to be part of the System Component to which it relates. Use thereof is subject to the licence conditions of the relevant Software Manufacturer, which have priority.
- 2.17. Expansion of Software with extra modules also implies expansion and purchase of Service & Support for these modules.

## 3. Helpdesk for Software

- 3.1. The helpdesk of Ricoh is the central point for reporting problems, insofar as they are covered by the Basic Service & Support. The following activities are performed by the Helpdesk:
  - Registration of all incoming reports by telephone, email or fax;
  - Allocation of a Service Request number (for registration and reference);
  - Progress monitoring of the Service Request;
  - Making of an initial diagnosis;
  - Allocation to a second-line specialist if the problem cannot be resolved immediately;
  - Provision of information to the Client on the progress in the handling of the Service Request.
- 3.2. A contact person of the Client with expertise in the matter must be available to answer any questions so that a solution can be implemented quickly. Where necessary the Client shall provide access to the spaces in which the System is set up.
- 3.3. Only members of staff of the Client that are so authorised by Ricoh are permitted to use the telephone support provided by the Helpdesk.
- 3.4. Telephone support provided by the Helpdesk comprises only direct responses to questions and assistance in the use of the Software. Any additional hours spent on preliminary work shall be deemed to be Excluded Activities. If the Client has an adequate balance of Support Hours as described in Article 4, the extra hours spent shall be deducted from this balance.
- 3.5. Not included in the servicing price are: Excluded Activities for which the Client has not purchased Support Hours, are charged separately at the applicable hour price.

## 4. Support Hours

- 4.1. Supplementary to the telephone support provided by the Helpdesk as referred to in Article 3, the Client is entitled to purchase an allotment of 16, 32, 64 or 128 Support Hours when entering into the agreement.
- 4.2. The allotment of Support Hours purchased in advance cannot be used by the Client exclusively for the following extra services: preparatory work, Onsite support, standby service, application management, advice on forms
- 4.3. Ricoh shall permit the Client to use the Support Hours for support purposes onsite at the Client after an agreement to that effect has been entered into.
- 4.4. There is a special discount for hour prices depending on the size of the purchased allotment of Support Hours.
- 4.5. Upon initial purchase the Client shall receive Support Hours free of charge equal to 25% of the purchased allotment.
- 4.6. The purchased allotment of Support Hours shall always be billed in advanced.

- 4.7. The hours spent on support shall be deducted from the balance of Support Hours.
- 4.8. The Client is entitled to purchase extra Support Hours in allotments of 16, 32, 64 or 128 at the price and discount applicable at the time of purchase.
- 4.9. Unused Support Hours are automatically carried over at the end of a calendar year. Unused Support Hours expire three years after the date of purchase and/or at the end of the contract.
- 4.10. The Client is entitled to inspect the registration of the Support Hours used by it. Ricoh shall send the Client an overview upon request.

## 5. Onsite Support for Software

- 5.1. Two additional (Support) Hours shall be billed as travel and callout service charges for Onsite Software Support at the Client per visit, over and above the (Support) Hours spent. If the activities are not performed onsite at the Client and if the duration of those activities is less than one month, these activities shall be balanced and billed once per month, with a minimum of one hour.
- 5.2. The Response Times stated in Article 7 apply to Onsite Support.
- 5.3. Management of the Infrastructure of the Client shall not be covered by this contract. Support Hours may be used to resolve problems caused by the Client in connection with changes to used operating systems, hardware and networks may be covered in this contract insofar as the available balance of Support Hours is not exceeded.

## 6. Online Support for Software

- 6.1. The conditions as referred to in 6.2 through 6.8 apply to Online Support by means of a Dialup Server or VPN via firewall regardless of whether use is made of existing facilities at the Client.
- 6.2. Ricoh and the Client both deem the application of Online Support to constitute best efforts with respect to:
  - Protection of automated processes to combat incidents that can disrupt the continuity thereof;
  - Protection of data files and computer programmes to combat corruption and unauthorised use and restriction of damage in the event of discontinuation, corruption or unauthorised use.
- 6.3. By signing this contract the Client declares agreement with the Online Support facilities to be used by Ricoh.
- 6.4. Data communication links between the automated systems of the Client and Ricoh for Online Support sessions may be achieved via secure channels.
- 6.5. Online Support sessions may be followed by the Client and Ricoh via a monitor function and logged in a specially protected log file, depending on the tool selected.
- 6.6. Each Online Support session shall be recorded in an operator's or Helpdesk logbook via the appropriate channels by both the Client and Ricoh. The Client and Ricoh both have access to the reports derived from it and the abovementioned log file.
- 6.7. Irrelevant parts of the systems of the Client and Ricoh may be closed during the Online Support session, provided the necessary changes to these systems are agreed between the Client and Ricoh in advance and the necessary technical facilities have been fulfilled. The one-off and/or annual extra costs thereof shall be payable by the Client.
- 6.8. The Client and Ricoh may agree additional measures restricting access to specific data files during Online Support. The one-off and/or annual extra costs thereof shall be payable by the Client.

## 7. Basic Service & Support Response Times

- 7.1. The Ricoh Helpdesk is available to receive Service Requests during the Service Window. Outside of the Service Window Service Requests may be submitted by fax, email or telephone answering machine. These Service Requests shall be registered and handled at the commencement of the next Service Window.
- 7.2. Ricoh shall commence repairing the Equipment reported as defective within nine Office hours of registration of the relevant Service Request.
- 7.3. Telephone assistance for use of Software shall be provided within two Office hours of registration of the relevant Service Request.
- 7.4. Activities as part of this contract shall be performed during applicable Office hours.
- 7.5. Activities to be performed outside of Office hours Mondays through Fridays attract a surcharge of 50%. A surcharge of 100% applies to activities to be performed at weekends or on public holidays.

## 8. General

- 8.1. The contract shall enter into force on the date of its signing and shall remain valid for the minimum term, which is the remainder of the current calendar year and the subsequent calendar year, and shall thereafter be tacitly renewed from calendar year to calendar year.
- 8.2. Ricoh shall not unilaterally end the contract prior to the end of the guaranteed service period stated in the Service Plan. The guaranteed service period shall commence on the first day that the agreed amount is payable.
- 8.3. The notice period applicable to both Parties shall be three months. Notice shall be served by registered mail.
- 8.4. The annual payment shall be charged for the first time pro rata the remainder of the calendar year commencing on the date of Delivery, Installation or Acceptance of the System.
- 8.5. The amount of the Annual Payment shall be subsequently billed in advance per calendar year. The Annual Payment shall be CBS index-linked every year on 1 January in accordance with the applicable and customary hour prices at that time. The Annual Payment may also be raised after delivery of an Upgrade.
- 8.6. The Client shall pay the payable amounts within 30 days of the date of invoice.
- 8.7. During the term of validity of the contract, Ricoh is entitled to perform once per year an audit of the System covered by the servicing contract onsite at the Client. The Client shall provide access to the relevant workspaces and the System of the Client for this purpose based on prior agreement. The Client shall receive a copy of the audit report with conclusions and recommendations within 14 days.
- 8.8. Ricoh shall have no obligation within the scope of this contract to provide services for System Components modified by the members of staff of the Client or by third parties on the instruction of the Client without prior written permission from Ricoh or for System Components that are installed or used in a manner that is contradictory to the recommendations or requirements described in detail in the user manual of the relevant System Components.

- 8.9. The stipulation also applies to problems caused by accident or problems caused by negligence, incorrect use or incorrect programming by the members of staff of the Client, power interruptions or fluctuations, defective hardware, staples not removed from processed documents or the failure of the Client to fulfil its obligations by virtue of a user licence agreement or other agreement with Ricoh.
- 8.10. If the Client ends the Service & Support and wishes to continue it at a later date, the Client must update the System to the most recent release (Service Pack, new Version and/or Upgrade) before this continuation can be effected.
- 8.11. Any concept written with initial capitals in these conditions has the meaning attributed to it in article 10.

## 9. Basic Service & Support expansion options

- 9.1. The Basic Service & Support contains no binding agreements except for the Response Times stated in Article 7.
- 9.2. The Basic Service & Support may be supplemented with an additional service level agreement with setting of priorities, incident management, problem management and change management depending on the selected support level.
- 9.3. Various additional support levels can be agreed in the service level agreement.

## 10. Definitions:

### Acceptance

The formal confirmation of the Client that what has been delivered is in line with the corresponding functional and performance-oriented arrangements made, as set down in a written declaration to that effect.

### Equipment

Computer (peripheral) equipment to be supplied by Ricoh, as part of a System to be implemented at the Client as agreed between Parties or otherwise.

### Services

All forms of service provision relating to the implementation and the servicing of a System, including: Preliminary study, Installation, Implementation, Training, Project Management, Workplace Assistance, servicing and support performed by Ricoh or a third party under its responsibility for the Client.

### Helpdesk

The Helpdesk is the support contact point at Ricoh for authorised employees of the Client.

### Incident

Any event deviating from the specified standard functioning of the System. This has an impact on this System, although this impact may be minor or even transparent for the user of the System.

### Infrastructure

The automation environment at the Client, consisting of equipment and software administered by the Client, within which the Equipment and the Software supplied or to be supplied by Ricoh should function.

### Annual Payment

The amount that Ricoh charges the Client on an annual basis for Service & Support.

### Parties

The Client and Ricoh.

### Office hours

Office hours are the hours on business days within the Service Window.

### Custom Software

Custom Software is classified as: Generic Custom Software and Specific Custom Software.

### Maintenance Release Plan

The plan for the issue of Service Packs and new Versions as determined and from time to time adjusted by the relevant manufacturer of Standard Software.

### Online Support

Support for (the use of) Software by Ricoh via data communication with the System of the Client.

### Onsite Support

Support for Software by Ricoh on site at the Client in the Benelux.

### Software

Software, suitable for Microsoft Windows, as part of a System to be supplied by Ricoh and implemented at the Client as agreed between Parties, comprising Standard Software, Custom Software or a combination thereof.

### Response Time

The Response Time is the time that lapses between the moment that a Service Request of the Client is registered by the Ricoh Helpdesk and the moment that this Helpdesk gets back to the Client to report when and how the Incident or the question will be resolved or answered. The Response Time will be measured during Office Hours.

### Service Pack

An Update of an existing Version of the Standard Software, which is usually made available to all licence holders with a Basic service & Support Agreement, in accordance with the Maintenance Release Plan of the manufacturer of the Standard Software in question.

### Service Request

An Incident, Change or (request for information) submitted by the Client to Ricoh by phone, email or fax.

### Service Window

The period between 08:00 and 17:00 on Business Days within which the Ricoh Service & Support organisation is reachable and available.

### System

The interconnected whole of System Components with which the functionality specified in the System Design will be achieved.

### Update

An Update is a new software version (release) that will be indicated by changing the first decimal after the point or comma of the product version numbers and/or the build indication. An update may contain improved functions, as well as a whole series of bug fixes, but does not contain any major new functionality.

### Upgrade

An Upgrade is a new Version (release) that is indicated by changing the first digit of the product version number and contains major new characteristics, functionality and/or design changes and a general Update.

### Version

A new version of the Standard Software is created by performing an Upgrade of the existing Version of the Standard Software. Installation of an Upgrade changes the Version number. A version is identified by means of a main number, **for example** 5-x is a version and 6-x is another version, unless otherwise indicated in the release notes.

Neither Updates nor Upgrades contain modules or connectors to other equipment or software to which the Client does not have a licence.