

General Terms and Conditions Stockbase B.V.

GENERAL PROVISIONS

Article 1. Definitions

- **Stockbase:** the business of Stockbase B.V. with which the Client enters into agreement or wishes to enter into agreement.
- **Client:** any legal person or natural person who has entered into an agreement with Stockbase, or, respectively, wishes to enter into an agreement with Stockbase, as well as the representative(s), agent(s), successor(s) in title thereof.
- **Supplier:** a business run by a legal person or natural person that supplies goods and/or services to Retailers. A Supplier supplies one or more Brands.
- **Retailer:** a business run by a legal person or natural person that supplies goods and/or services for personal use to the consumer.
- **Brand:** A (coherent) collection of commercial goods to which a Supplier owns the trademark rights or (sub)license.
- **Products:** items that Stockbase has delivered or will deliver to Client. Products do not include Software and/or items that are delivered to Retailers by Suppliers.
- **Services:** services provided by Stockbase or by third parties commissioned by Stockbase to be carried out for the benefit of the Client.
- **Documentation:** all manuals, descriptions, course materials, models, methodologies and other delivered items that are delivered by or through Stockbase or are delivered along with the products and services to be delivered by or through Stockbase.
- **Software:** the computer software delivered by Stockbase including the accompanying documentation and materials, including any recent software releases and updates.
- **Application:** new application software that has been developed or generated using the software.
- **Custom-made software:** customized software or customized software adjustments developed by Stockbase.
- **Stockbase Platform:** the combination of Software and ICT infrastructure that Stockbase makes available and accessible to Suppliers and Retailers 'remotely' for publication, consultation and application of inventory information.
- **Publication Agreement:** an agreement concluded between a Supplier and Stockbase concerning the publication of the Supplier's inventory information on the Stockbase Platform.
- **User Agreement:** an agreement concluded between a Retailer and Stockbase concerning the consultation of inventory information on the Stockbase Platform by the Retailer.

Article 2. Applicability

1. These General Terms and Conditions apply to all offers from, agreements with, deliveries of and activities by Stockbase. Any derogation clauses, deviating agreements or arrangements shall only apply if and in so far as they have been expressly confirmed in writing by Stockbase.
2. By entering into an agreement with Stockbase, the Client explicitly renounces any terms and conditions used by him, by whatever name, so that all agreements shall exclusively be subject to these Stockbase terms and conditions.

Article. 3 Agreements, offers and bids

1. All offers and bids made by Stockbase that do not explicitly state the contrary, shall be without any obligation. If no period of validity is specified, offers shall be valid for a period of 30 days. All information provided by Stockbase in the form of printed work, brochures and such are subject to change without prior notice and shall not count as an offer.
2. All offers and bids are made based on the information given at the time of the request (for an offer). The Client guarantees that he has provided all relevant and essential information. If any new relevant and/or essential information should come to the attention of the Client after commencement of the agreement, he shall provide Stockbase with this information immediately.
3. Stockbase shall have the right to refuse a contract without stating any reasons.
4. Amendments to an agreement which would adversely affect Stockbase or cancellation of an agreement shall not be possible without the written consent of Stockbase, except if this could be claimed under the law or as far as provided for in the conditions.
5. Any clauses under which Stockbase undertakes obligations without the Client undertaking to purchase the services/goods, or under which the quantity and/or the price of the services/goods to be delivered or purchased are subject to a proviso, shall be non-binding.
6. The parties may make an interim agreement to extend the approach, method or scope of the agreement and/or the resulting activities. The Client accepts that in such a case under certain circumstances the agreed schedule of the agreement must be adjusted. If the interim amendment affects the agreed fees, reimbursement of expenses or the amount of the license fee, Stockbase will inform the Client thereof as soon as possible.
7. If under an amendment of the agreement, as a result of additional requests or wishes of the Client, additional work has to be carried out by Stockbase which was not initially agreed, this work will be charged to the Client retrospectively as extra work on the basis of the then applicable rates, unless expressly agreed otherwise.

Article 4. Place of delivery and delivery period

1. The place of performance of the agreement respectively the place of delivery will be agreed in writing by the parties. If no such place has been agreed upon, Stockbase shall choose the most suitable place, considering all circumstances.
2. The given or agreed delivery period shall be approximate, unless expressly agreed otherwise in writing. Exceeding the delivery period cannot, even after notice of default, result in any claim for compensation.

Article 5. Prices, rates and payment

1. The prices of Stockbase are based on (cost) price determining factors, applicable on the day of the formation of the agreement. If any increase in (cost) price determining factors occurs before delivery, or in case of delivery in installments, during delivery, Stockbase shall be entitled to increase the amount payable by the Client proportionally. Furthermore, Stockbase retains the right to change the rates for Publication and User agreements already concluded once every contract year. Stockbase shall announce any rate changes for agreements already concluded no later than 3 months before the change takes effect. The Client may, in response to the rate change, terminate the agreement without charge as per the effective date of the rate change. In such a case, the Client must inform Stockbase no later than one month prior to the effective date of the rate change that he wishes to terminate the agreement, in the absence of which Client is presumed to agree with the rate change.
2. The prices listed by Stockbase are always excluding VAT, import duties, other taxes, excise duties, levies and duties, unless expressly stated otherwise. Stockbase is entitled to pass on any changes in these rates to the Client.
3. All prices of the products and services to be delivered by Stockbase shall be provided in writing. Every modification or change of previously agreed upon activities or deliveries may, depending on the nature and the scope, be regarded as additional work by Stockbase, in which case the agreed price will be adjusted accordingly.
4. With regard to the rates and the cost estimates based on these, the offer shall state with whether it includes secretarial expenses, travel time, travel and subsistence expenses and other job-related costs. In so far as these expenses are not included or stated, they may be calculated separately.
5. Payments shall be made on the delivery date of the products to be delivered, or, in the event of work to be carried out by Stockbase, as well as for agreed fees under Publication and User agreements or other support contracts, within 14 days of the invoice date, unless otherwise agreed. Stockbase shall be entitled, for reasons of its own, to require full or partial prepayment. Periodic license fees are charged to the Client in anticipation of the period to which the license relates.
6. If payments are made by bank transfer, the date that the payment is credited to the account of Stockbase shall count as the payment date.
7. Stockbase shall not be obligated to inform the Client in advance of the expiration of a payment term or to send him statements and such, unless expressly agreed otherwise.
8. All amounts and costs payable by the Client shall be made out in Euros and will be increased by VAT and any other government levies. All amounts payable by the Client will be paid by transfer to the account indicated by Stockbase, without suspension or reimbursement. After the due date, being the date on which payment must take place under paragraph 5 of this article, the Client shall be required to pay the contractual interest of 1% per month, payable without requiring notice of default. The Client shall never be entitled to suspend payment. After expiry of the payment term, the Client shall be in default without notice being required.
9. From the 15th day following the date on which the payment term has expired, the Client shall owe Stockbase an additional penalty of 1% of the amount due for being in default for every additional 14 days the payment term is exceeded. The foregoing shall apply without prejudice to the right of Stockbase to suspend further performance of the agreement or to terminate the agreement in writing.
10. If a job is commissioned by more than one Client, all Clients shall be jointly and severally liable for the fulfilment of the obligations as stated above (irrespective of the name on the invoice or the agreement).
11. In the event of non-payment or late payment all legal, enforcement and extrajudicial collection costs shall be borne by the Client. The extrajudicial collection costs shall amount to fifteen percent of the claim that Stockbase has on the Client with a minimum of Euro 200.
12. Stockbase shall always be entitled to require security for the payment both before and after conclusion of the agreement, such under suspension of the performance of the agreement by Stockbase until the security is provided; all this without prejudice to Stockbase's right to performance, compensation and/or complete or partial termination of the agreement, all without any legal intervention and without Stockbase being obligated to pay any compensation.

STOCKBASE PLATFORM

Article 6. Use of the Stockbase Platform

1. Only on the basis of a Publication or User Agreement shall Stockbase provide a non-exclusive license to the Client for the Stockbase Platform for a fixed period. The provisions relating to intellectual property and user rights as stipulated in Article 16 shall apply.
2. The license of the Client shall end at the moment of termination or dissolution of the agreement for which the license is granted. Stockbase shall not be obligated to keep the Client's data available after termination of the Publication Agreement or to continue to publish it.
3. All parts of the Stockbase Platform, regardless of whether it is hardware, software or documentation, shall fully remain the property of Stockbase. A Publication or User Agreement shall not transfer property rights from Stockbase to the Client in any way.
4. For the duration of the Publication or User Agreement, Stockbase shall ensure access to the platform from the internet or another agreed network for authorized use by the Client. The Client must ensure and pay for his own access to the network used and the costs of the data transfer associated with the use of the network. Stockbase shall not be responsible for any problems regarding access from remote locations and/or for the use of the internet or any other agreed network.
5. Stockbase may temporarily take the Stockbase Platform fully or partially out of service for preventive, corrective or adaptive maintenance. Stockbase shall not take the platform out of service any longer than necessary and will, if possible, have this done outside office hours and depending on the circumstances, commence only after notification to Client. Stockbase shall accept no liability with respect to interruptions in the availability of the platform or errors in the published data.
6. If as part of the implementation of this agreement the Client is provided with access or identification codes by Stockbase, the latter shall be entitled to change such access or identification codes. The Client shall treat the access and identification codes confidentially and with care and only share it with authorized personnel. Stockbase shall never be liable for any damage or expenses which are the result of the use or abuse of access or identification codes.

7. If the Client does not act in accordance with the obligations in the Publication or User Agreement, Stockbase shall be entitled to suspend the services under that agreement with immediate effect, without any compensation or damages being payable by Stockbase, and without affecting the duties of the Client to act in accordance with his obligations.

Article 7. Publication, provisions for Suppliers

1. The provisions in this article shall apply in addition to concluded Publication Agreements between the Client and Stockbase.
2. For the duration of a Publication Agreement, the Client shall have the non-exclusive right to publish inventory information on Stockbase.
3. The total extent of the published information by the Client shall be limited. The applicable limit shall be communicated by Stockbase at the time of concluding the Publication agreement.
4. The Client shall guarantee Stockbase that the content, the use and/or the process of the published data is up-to-date, accurate, complete, not illegal and does not infringe any right of a third party. The Client shall refrain from using a service rendered by Stockbase or having it used to commit a criminal offense. The Client shall indemnify Stockbase against any action of third parties, in every and any respect, in connection with the published data.
5. Publication shall only take place by means of standardized electronic Stock Availability messages. By means of the Stockbase Platform, Stockbase offers a platform on which standardized messages from Clients are processed and made available to Retailers.
6. Stockbase configures the Stockbase Platform in accordance with the Publication Agreement for use by the Client and shall provide access of designated Retailers to the inventory data.
7. Under the Publication agreement Stockbase shall bear no responsibility for the necessary ICT infrastructure, Software (adjustments) and data communication facilities the Client needs to send his messages to Stockbase. The specifications of the Stock Availability message shall be made available to Client by Stockbase. The Client is aware that the specifications may be subject to changes.
8. In addition to the provisions concerning dissolution and termination in these General Terms and Conditions, the continuation of the agreement between Stockbase and a Retailer, as well as the actual consultation of data by Retailers, may not be regarded as a core obligation of Stockbase under the Publication Agreement.

Article 8. Use, provisions for Retailers

1. The provisions of this article shall apply in addition to concluded User Agreement(s) between Client and Stockbase.
2. For the duration of the agreement Client shall have the non-exclusive right to consult Stockbase for inventory information. The Client can only consult Stockbase by means of the Software offered by Stockbase, such as Apps or Webshop API's, for which additional license terms may apply.
3. The Client shall be allowed to place orders to Suppliers based on the inventory information on Stockbase, according to the agreed conditions between the Client and the Supplier. Such a transaction is a direct transaction between Client and Supplier, to which Stockbase is not a party when it comes to the formation of the transactions or conditions, nor in the execution of the transaction.
4. Publication of inventory data only takes place under the responsibility of the Supplier. Stockbase is not liable for errors in the data offered by Suppliers or missing information from Suppliers.
5. The license terms for Software as referred to in paragraph 2 of this article shall be confidential and Stockbase shall make these available to the Client, if applicable. These license terms may be subject to changes. Stockbase will offer revised license terms to the Client every time. At the request of the Client, Stockbase shall provide him with a copy of the current license terms regarding the use of the Software. By using of the Software as referred to in paragraph 2 of this article, the Client accepts the license terms.
6. Under this agreement Stockbase bears no responsibility for the necessary ICT infrastructure, Software (adjustments) and data communication facilities of the Client, other than the Software to consult inventory information on Stockbase as referred to in paragraph 2 of this article. The Client is aware that the specifications and operation of such Software may be subject to change.
7. In addition to the provisions around dissolution and termination in these General Terms and Conditions, the continuation of an agreement between Stockbase and a Supplier, as well as to the actual supply of information by Suppliers to Stockbase, may not be regarded as a core obligation of Stockbase under a User Agreement.

SERVICES

Article 9. General Services

1. Stockbase will make every effort to provide the agreed services with due care and attention. All of Stockbase's services are carried out on the basis of an obligation to perform to the best of its abilities, unless expressly deviated from by agreement, or by promising a certain result in an agreement.
2. Only if expressly agreed in writing shall Stockbase be obligated to follow timely and accurately given instructions by the Client regarding the implementation of its services. Stockbase shall not be obligated to follow instructions that change or supplement the content or scope of the agreed service; however, if such instructions are followed, the work in question shall be remunerated on the basis of retrospective calculation at the then applicable price list.

Article 10. Helpdesk

1. The Client may use the Stockbase helpdesk for the duration of a Publication or User Agreement. The helpdesk deals with questions or reported malfunctions with respect to the use of Stockbase. The services of the helpdesk include the registration, analysis and simple repairs in response to a notification of a malfunction. Stockbase sets the priorities when resolving such reports. Training, advice, guidance and the configuration of the Stockbase Platform are not included in the services of the Helpdesk.
2. The Stockbase helpdesk is available from Monday to Friday (except on official public holidays in the Netherlands) from 8:30 to 17:00 hours. Outside these times the helpdesk is available for emergencies via an emergency number.

3. Unless the Client explicitly indicates otherwise, Stockbase shall be allowed to connect to the Client's system without prior notice, for the purpose of investigation, analysis or the implementation of a solution, following a report by the Client, in so far as the Client has given (prior) authorization for this access by Stockbase.

Article 11. Additional services

1. Stockbase offers additional services in the form of training, advice, configuration or guidance. The conditions for such services are always agreed separately between Client and Stockbase and are not part of any Publication or User Agreement.
2. If it is agreed that services will be offered in stages, Stockbase shall be entitled to postpone commencement of the services belonging to a subsequent stage until the Client has approved the results of the preceding stage in writing.
3. In so far as the services provided by Stockbase consist of education, a course or training, Stockbase shall be entitled to combine these with one or more other educational programs, courses or training programs planned or to postpone them to take place at a later date or time, if the number of applicants gives cause for this in the opinion of Stockbase.
4. When the Client agrees with Stockbase on a date for performance of the work, Stockbase shall be entitled to impose stricter conditions with respect to cancellation by the Client of said date. In such cases Stockbase will inform Client of these conditions in writing when the date in question is set.

(CUSTOM MADE) SOFTWARE

Article 12. Delivery and Acceptance of Software other than parts of the Stockbase Platform

1. The delivery of a program/software shall be deemed to have been completed at the moment that the program/software is made available to Client. After its delivery the software shall be deemed to have been accepted if no acceptance test takes place, or if the acceptance test was successful when carried out.
2. Immediately after the program/software has been made available to Client by Stockbase, the Client shall if so desired perform an acceptance test in consultation with Stockbase. In the event that it is agreed that Stockbase shall install and/or implement the delivered software, the Client shall perform an acceptance test as soon as the installation or implementation has taken place in consultation with Stockbase.
3. Acceptance of the delivered program/software may not be withheld on grounds other than those related to the specifications expressly agreed between the parties, nor because of the existence of small defects or errors that do not reasonably prevent operational or productive start-up of the software, without prejudice to the provisions of Article 12 (warranty).
4. Any defects in the delivered program/software will be reported by the Client to Stockbase in writing within 8 days after delivery or, if Stockbase was responsible for the installation or implementation, within 8 days after installation or implementation has taken place. It shall only be considered a defect in the program/software if this can be reproduced in the presence of Stockbase and it is objectively proven that the program/software does not meet the functional specifications agreed on in writing.
5. If no defect is reported by the Client within the period referred to in the previous paragraph, the software shall be presumed to have been accepted by the Client, without prejudice to the provisions of Article 15 (warranty).
6. For software development activities, Stockbase shall give an estimate of the delivery date of the program/software based on the available information at the time of acceptance of the order. If on the basis of this data and/or for whatever reason, the estimated delivery date will be exceeded, Stockbase will inform Client of this as soon as possible. Stockbase will do everything that is reasonably in its power to deliver on stated delivery times of the estimated delivery dates, but shall not be bound by these. If these times/dates are exceeded, this shall not entitle the Client to full or partial termination of the agreement or compensation, unless there is gross negligence on the side of Stockbase.
7. Unless otherwise agreed, Stockbase shall ensure delivery of the program/software referred to in the agreement, and the Client shall be responsible for the installation on the appropriate equipment or the equipment specified in the agreement, and for the implementation of the software.

Article 13. Development of Custom-made and Application Software

1. If Stockbase produces custom-made software or applications for the Client, Stockbase will perform these tasks with due care and attention on the basis of the information provided by the Client. The Client shall guarantee the accuracy and completeness of the information.
2. Unless otherwise indicated in the order confirmation or license agreement, the production of custom-made software or applications shall take place in several stages, namely:
 - a) written list by the parties of the functionalities and properties of the custom-made software or the application that are to be realized and - if necessary - the creation of functional design by Stockbase or in the case of an application the specification of the functionalities of the custom-made software;
 - b) development of the custom-made software or application by or on behalf of Stockbase in accordance with the written specifications or functional design;
 - c) if and to the extent that this is agreed, the installation and implementation of the custom-made software or application by Stockbase.
3. If desired, each stage can be concluded with the approval of the Client of the services carried out or the custom-made software or application developed thus far. Stockbase shall be entitled to suspend implementation of the next stage(s) as long as the Client has not confirmed acceptance of the preceding stage(s).
4. After receiving the Client's approval, the list referred to in subparagraph 2a and the functional design or development of the functionalities of the custom-made software, will form part of the agreement. If the Client requires a modification or extension of the functionalities to be described therein or a modification of the specifications, this shall be considered additional work and parties shall write this change or extension down in a new list or functional design that will then be part of the agreement, while the original functional design, in as far as it has been amended, shall be deemed void.

5. In the matter of custom-made software, the provisions of Article 16 (intellectual property rights and granting of user rights) shall apply equally. Unless otherwise expressly agreed to in writing, the Client shall not receive access to the source codes and/or development documentation.

Article 14. Maintenance and support

1. Provisions regarding the performance of maintenance and support shall only be applicable if agreed in writing by the parties. The maintenance and/or support provisions initially apply for a period of three years, after which they are automatically renewed each year, unless one of the parties cancels no later than 3 months before the expiry of the maintenance and/or support agreement period. When it is agreed that Stockbase shall take care of the maintenance and/or support described in this article, the Client shall be due a fee which will be agreed upon at a later date.
2. Unless otherwise expressly agreed, the maintenance and/or support shall only concern the latest update or release of the developed and delivered Software by Stockbase. When agreed that Stockbase is responsible for maintenance with regard to custom-made software or applications, the terms prescribed in this article shall apply equally.
3. In the context of the maintenance and/or support activities and if agreed, Stockbase shall, to the best of its ability:
 - a) Inform the Client regarding the availability of developed extensions and improvements to the program/software by Stockbase in the form of updates and releases;
 - b) Offer Client new releases of the Software. Client will let Stockbase install these new releases after receipt.
 - c) Provide telephone support as mentioned in the agreement at the request of the contact person of Client for the use of the program/software.
 - d) Try to find and repair reported malfunctions by the Client in the supplied program/software in a next update when acknowledged by Stockbase;
 - e) Inform the Client of the issuance of releases in order to enable him to increase the functionality of the program/software by purchasing said releases.
4. Other tasks than those mentioned in paragraph 3 fall outside the scope of maintenance, especially tasks as a result of:
 - a) The software not functioning correctly as a result of irregularities in the equipment, or (system) software with which or in conjunction with which the software is used;
 - b) The software not functioning properly when it is used in conjunction with software that was not delivered or recommended by Stockbase;
 - c) The use of the software being in violation with the associated documentation or instructions of Stockbase;
 - d) Improper functioning of the software as a result of improper management by the Client.
5. Stockbase may perform maintenance work other than the abovementioned work (after agreement) on the basis of retrospective calculation at the then applicable rates, if desired.
6. If a Client has agreed to purchase the release of the program/software by Stockbase, Stockbase shall be entitled, when the release is not provided for in the maintenance agreement, to charge a supplementary license fee.
7. For all other development work done by Stockbase, including the development of custom-made software and applications and the installation and implementation activities done on behalf of the Client, Stockbase shall be owed a fee on the basis of retrospective calculation at then applicable rates, unless expressly agreed otherwise in writing.
8. If the Client does not sign an agreement for the maintenance and/or support simultaneously with the contract that obligates Stockbase to put the program/software at the Client's disposal, Stockbase cannot be obligated to enter into such an agreement at a later date.

Article 15. Warranty on program/software

1. Unless otherwise agreed in writing by the parties, only the following warranty obligation shall apply for Stockbase.
2. On the program/software delivered by Stockbase a warranty period of 90 days applies from the date of the delivery of the program/software to Client. Under this warranty the liability of Stockbase is limited to taking reasonably relevant measures which can eliminate or reduce the defects and to detect and repair shortcomings to the best of Stockbase's ability with respect to the written agreed functional specifications, provided that Client reports these shortcomings to Stockbase in writing within mentioned period. Only serious defects to functional specifications, will be considered shortcomings (defects). Recovery of any lost data is never included under the warranty.
3. The Parties acknowledge that one cannot guarantee that (custom-made) programs/software will work without interruption and/or minor defects, or that all defects can be corrected.
4. Stockbase does not give any guarantees on a program/software which is supplied by or through Stockbase on which third party warranty terms and/or delivery terms apply.
5. In the case where the Client makes changes or has changes made to the delivered Software of Stockbase at his own account, without the prior written consent of Stockbase, any right to warranty shall expire. Furthermore, Stockbase shall then be entitled to terminate the agreed maintenance without any obligation to refund the maintenance fees or the existence of any right to compensation.

INTELLECTUAL PROPERTY RIGHTS AND GRANTING OF USER RIGHTS

Article 16. Intellectual property rights and granting of user rights

1. The property of - and all the rights of industrial and intellectual property to (further) developed and or provided Software, custom made software or the Stockbase platform by Stockbase are vested, as far as not proven otherwise, in Stockbase or else in the Supplier to whom Stockbase has given the right to supply the software to third parties. Client never obtains the intellectual property rights of Stockbase's developed and/or delivered software, custom made software or the Stockbase platform, including analyses, designs, computerization advise and other items delivered or made available to Client by Stockbase.
2. Stockbase guarantees that the software it developed does not infringe any applicable third-party law in The Netherlands and that the use of it is not unlawful against third parties either. It indemnifies Client for claims of third parties for (alleged) infringements of their rights, with regard to the software it has developed.

3. Stockbase grants the right to Client to use the software, custom made software or Stockbase Platform with the corresponding documentation developed by Stockbase. The right is non-exclusive, non-transferable and non-sub-licensable. The user rights for software or custom made software applies only to the object codes of the software or custom made software.
4. Client owes a license fee payable for the right to use the software and custom made software or the Stockbase Platform. The license for the software or custom made software commences at the time of implementation of the software on the equipment provided, with the understanding that the license may in no case commence at an earlier date than the date of receipt of the due fees from Client to Stockbase.
5. The user rights for the developed and delivered software or custom made software by Stockbase is valid indefinitely, unless Stockbase and Client agreed to a periodic license fee. In such a case, the license is only granted for those periods, for which Client has paid the license fee. The license to use the Stockbase Platform is always valid for a specific time.
6. The user rights for available updates and releases of the software that has already been developed and made available by Stockbase (except for custom made software), shall only be granted under a separate agreement thereto, between Stockbase and Client, under the conditions laid down in the agreement.
7. Unless expressly otherwise agreed in writing, the following applies to the use of the software, custom made software or Stockbase Platform made available to Client:
 - a) Client shall use the software, custom made software and/or Stockbase Platform solely for itself in the context of its ordinary activities and will not provide the software or copies thereof in any way to third parties, nor give, rent, loan or in any way give access or distribute via a network outside of the organization of Client with the use of information technology, or in any manner give to any third party the opportunity to breach the license of the contract;
 - b) Client will use the provided software and/or the Stockbase Platform only in accordance with the documentation and the purposes and instructions prescribed in the agreement.
 - c) Client will in no way manufacture copies of the software or custom made software, with the exception of copies for backup purposes to the extent that this is necessary;
 - d) Client will in no way modify, delete or obscure any indication of copyrights, trademarks or property rights;
 - e) If the agreement states that the software is intended to function on specific equipment or at a specific location, than the use is limited to that specific equipment and/or location. During a malfunction in the equipment provided, Client is allowed to use the software on other equipment, provided that Stockbase is informed of this directly and only during that malfunction;
 - f) Unless otherwise specified in the agreement, the Client shall not be entitled to have the software or the Stockbase Platform used by more than one user simultaneously;
 - g) Client is not entitled to decompile, disassemble or reverse engineer the developed software by Stockbase wholly or partly, to the extent that it is not expressly allowed under the European Directive on Software protection (91/250/EEC);
 - h) Client is not entitled to write derivative software, software that allows Client to exchange data with the Stockbase Platform or other software developed or provided by Stockbase, except and to the extent of explicit prior written approval of this by Stockbase.
 - i) Client will in no way make or have someone else make changes, modifications or additions to the software or Stockbase Platform;
 - j) If with the use of the software other applications can be generated, Client recognizes that these applications are incorporated in the supplied software or in the software as delivered by Stockbase. The copyright in respect to this application (excluding the embodied software of Stockbase) is owned by Client, however Client has a duty to uphold the strict conditions mentioned in these General Terms and Conditions for this application, unless expressly agreed otherwise in writing;
 - k) Client is not entitled to make the software or the Stockbase Platform accessible to persons involved in the development and/or sale of similar software or platforms;
8. In case of breach of the provisions in paragraph 7, Client shall forfeit the immediate payable penalty, without diminishing the other rights of Stockbase, of 22,500 Euro per violation, as well as a fine of 10% (ten percent) of mentioned fine for each day that the offense has lasted and/or continues; all of this subject to the obligation of the user to pay the full compensation for the offense, where the damages were more than the above mentioned fines. Fines that have already been paid will then be deducted from the total compensation due.
9. Stockbase is free to take technical measures for the protection of its software and Stockbase Platform. In addition, Client shall provide Stockbase with access to the location(s) where the software is in use so that Stockbase can assure themselves of the proper implementation of the provisions in this article.
10. If and to the extent that the software products are developed by Stockbase, Stockbase retains the full and exclusive access to all knowledge, skills and competence that this development is based on. Stockbase will always have the right to use the knowledge, skills and competence referred to in the preceding sentence in favor of other assignments or projects without owing remuneration or compensation in any form to Client.

Article 17. Software from suppliers

1. If and to the extent that Stockbase gives Client access to third party software, the conditions of the third party shall apply to this software with overruling of the provisions of these General Terms and Conditions. The Client shall accept the conditions of third parties. These conditions can be consulted by Client at Stockbase and Stockbase will send a copy of it to Client on his request, provided that they are not already provided by Stockbase at the delivery of the software. If and to the extent that the conditions referred to in the relationship between Client and third party are for any reason deemed not to apply or be declared inapplicable, the provisions in these General Terms and Conditions shall apply.
2. Paragraph 1 shall apply without prejudice when the program/software is delivered or made available from third parties jointly with or incorporated in the Stockbase software as part of the Stockbase Platform.

GENERAL FINAL CLAUSES

Article 18. Suspension, Termination and Dissolution

1. In the event Client does not fulfill its obligations as described in the agreement (cooperation or payment) or otherwise does not or not adequately fulfill the required cooperation by Stockbase, Stockbase is entitled to suspend the implementation of the Agreement until Client does meet its obligations sufficiently.
2. Parties may terminate the agreement prematurely, if one of them can prove that the execution of contract can no longer take place according to the agreement and any subsequent additional assignment requirements. The party that pleads for the dissolution should inform the counterparty with its motivation in writing. Stockbase may use its right to premature termination if as a result of non-attributable factors, completion of the job cannot reasonably be required of it.
3. In particular Stockbase is entitled to premature and/or partial termination of the Agreement when Client does not provide Stockbase the opportunity to supply products and/or services for a period of 4 months in accordance with the Agreement. If Stockbase makes use of its right to dissolve the agreement with the reason mentioned in this paragraph, Stockbase is entitled to compensation for already incurred expenses and for loss of income.
4. If premature termination is initiated by the Client, Stockbase is entitled to compensation for loss of income and for expenses already incurred.
5. Stockbase reserves the right to payment of invoices for the work done up until that moment in case of premature termination or in case of dissolution. In the case of termination of the agreement, any amounts or maintenance fees paid forward will be non-refundable.
6. Where one of the parties falls in a state of bankruptcy, applies for suspension of payment or ceases their activities, the other party shall have the right to dissolve the agreement with immediate effect.
7. A denunciation of the Publication-, User- or maintenance and support agreement, will take place at least 3 months prior to the end of that agreement. A denunciation is addressed to the management of the counterparty by registered letter containing the reasons for denunciation. A notification by either party which does not meet the above specifications, is not considered to be a denunciation in the meaning of an agreement. A denunciation takes its effect at the end of the duration of the agreement. An agreement can be terminated by both parties in accordance with a notice period of 30 days at the end of a month, when the other party fails to comply with a (core)obligation under this agreement. In particular Stockbase is entitled to terminate the agreement, when Client fails to fulfill its payment commitments. In that case the termination can only take place if the other party received a notice in writing and is given a reasonable period to fulfill its duties.
8. Client is not entitled to transfer its rights and obligations arising from a contract with Stockbase to third parties without the express written permission of Stockbase. This applies in particular to the provisions around intellectual property and licenses.
9. Provisions in an agreement or General Terms and Conditions, which by their nature are intended to apply after the dissolution of the agreement as well, continue to do so, without prejudice, after dissolution of the agreement. These provisions include, but not exclusively, the obligations of Client with respect to intellectual property rights in article 16.
10. In the event the agreement is terminated, any liability of Stockbase for damage caused by or resulting from such termination is excluded, except in the case of intent or gross negligence.

Article 19. Confidentiality

1. Parties are required to keep all information and data of the counterparty confidential for third parties. Parties will take all possible precautions to protect the interests of the counterparty.
2. Without the written consent of Stockbase, Client will keep all information regarding to or related to the Stockbase Platform, the software, the custom made software and their function confidential and shall not inform third parties about the procedure Stockbase uses.

Article 20. Liability and indemnity

1. Stockbase is solely liable for its attributable shortcomings in the implementation of the agreement, in so far as this is expressly apparent from this article and from these General Terms and Conditions. Stockbase has taken out a business liability insurance.
2. If and in so far as Stockbase is liable for damage suffered by the Client, Stockbase only accepts liability for direct damage to persons or property as a result of gross negligence on the part of Stockbase or its employees. Liability for indirect or consequential damages, including loss of revenue or profit is excluded at all times.
3. The liability for direct damages as referred to in paragraph 2 is limited to the maximum of the sum insured by the liability insurance of Stockbase per event, per claim. Only injury and/or property damage qualify for compensation.
4. Any claims by the Client as referred to above, must be submitted within 90 days after the damage has occurred. Failing to do so will extinguish the rights of the Client.
5. To the extent that an eligible damage claim is not covered by the liability insurance of Stockbase, the total liability of Stockbase for the damage caused is limited to the value of the service which was not met. The liability of Stockbase is also limited to the amount of the fees (excluding VAT and costs) that Stockbase received for its activities under the agreement, or in the case of a Publication-, License-, maintenance-, or service agreement, to the amount of the annual fee in respect of that agreement. In the case of contracts with a longer lead time than half a year, a further limitation of the liability referred here applies to the maximum of the amount paid (excluding VAT and costs) over the last six months.
6. Stockbase is never liable for damages which in any way relates to viruses and/or for any form of indirect or consequential damages, including any injury which leads to the loss of data and such of Client.
7. Client ensures the accuracy of the data and/or specifications connected to the contract and is responsible for all consequences which relate to any inaccuracy therein.
8. Client is liable for the safety of the staff and the property of Stockbase as long as the staff and property are located at the Client. The condition applies that any safety regulations that Client has in force and that was informed to Stockbase beforehand shall be respected by its staff.
9. Client is responsible for the use and the proper application and security in its organization and for that which Stockbase has supplied or made available. Stockbase is in no way responsible for the correct application of delivered items or services performed.

10. Client shall indemnify Stockbase against any claims by third parties for damage for which Stockbase is not liable under the provisions of these General Terms and Conditions.
11. Client shall handle packing of products delivered by Stockbase in accordance with the relevant regulations and indemnify Stockbase of all claims of third parties in respect of non-compliance with such requirements.

Article 21. Force Majeure (Non-attributable failure)

1. In the case of force majeure of both permanent and temporary nature, Stockbase is entitled to dissolve the agreement in whole or in part or to suspend it temporarily without entitling the Client and/or third parties to demand fulfillment and/or claim damages. Force majeure includes, however not exclusively: fire, natural disasters, molestation, threat of war, insurrection, strikes, boycotts, malfunction in the company, traffic jams, errors in the transport or communications facilities, unforeseeable stagnation of deliveries of items and/or services by third parties, government actions, and all other circumstances, where total or partial failure to fulfill the agreement in all fairness may not be required by Stockbase.
2. If the tasks and facilities mentioned in this agreement are delayed for more than two months as a result of force majeure, Client is also entitled to dissolve the agreement in writing, as Stockbase is. In that case, Stockbase is entitled to reimbursement of its expenses thus far.

Article 22. Disputes and applicable law

1. When one or more provisions in an agreement between Stockbase and Client or in the General Terms and Conditions are legally invalid, the other provisions of the concerning agreement or conditions will remain fully in force. Parties will discuss the invalid provisions in order to come to a suitable replacement, in the sense that the scope of the agreement or terms is maintained in its entirety.
2. The law of the Netherlands exclusively applies on agreements with Stockbase.
3. Disputes concerning or arising from the establishment, the interpretation or implementation of a Service Agreement shall be settled by the competent court in the district in which Stockbase is established.