



Gemvision
Augmented reality solutions

Gemvision Terms and Conditions

Titel	Gemvision Terms and Conditions
Versie	1.0, 8 mei 2019
Language	English

Chapter 1. General Provisions

The Gemvision Terms and Conditions are filed with the Chamber of Commerce under number 65122011.

Art. 1. Applicability of the Gemvision Terms and Conditions

- 1.1. These Gemvision Terms and Conditions apply to all offers and contracts pursuant to which Gemvision delivers goods and/or provides services of any nature whatsoever and under whatever name to the customer.
- 1.2. Departures from and additions to these Terms and Conditions shall only be valid if they are agreed between the parties in writing.
- 1.3. The applicability of the customer's purchasing terms and conditions and/or other terms and conditions is specifically excluded.
- 1.4. If any provision of these Terms and Conditions is null and void or is voided, the other provisions of these Terms and Conditions shall remain fully in effect. Gemvision and the customer shall in this case consult each other for the purpose of agreeing new provisions to replace the null and void or voided provisions.

Art. 2. Offers

- 2.1. All offers and other communications of Gemvision are subject to confirmation unless Gemvision has indicated otherwise in writing. The customer guarantees that the information that it has provided or that has been provided on its behalf to Gemvision and on which Gemvision has based its offer is accurate and complete.

Art. 3. Price and payment

- 3.1. All prices are exclusive of turnover tax (VAT) and other levies imposed by the government. All prices stated by Gemvision are in euros (EUR) and the customer must make all payments in euros.
- 3.2. The customer may not derive any rights or expectations from a cost estimate or budget issued by Gemvision unless the parties have otherwise agreed in writing. An available budget made known to Gemvision by the customer shall only apply as a (fixed) price agreed between the parties for the performance to be delivered by Gemvision if this has been expressly agreed in writing.
- 3.3. If, according to the contract concluded between the parties, the customer consists of several natural persons and/or legal entities, each of these natural persons and/or legal entities shall be jointly and severally liable towards Gemvision for performance of the contract.
- 3.4. Information from Gemvision's records shall count as conclusive evidence with respect to the performance delivered by Gemvision and the amounts owed by the customer for delivery of

this performance, without prejudice to the customer's right to produce evidence to the contrary.

- 3.5. If a periodic payment obligation on the part of the customer applies, Gemvision shall be entitled to adjust, in writing and in accordance with the index or other standard included in the contract, the applicable prices and rates to the term specified in the contract. If the contract does not expressly provide for the possibility on the part of Gemvision to adjust the prices or rates, Gemvision shall always be entitled to adjust, in writing and with due observance of a term of at least three months, the applicable prices and rates. If the customer does not agree to the adjustment in this latter case, the customer shall be entitled to terminate the contract in writing within thirty days following notice of the adjustment, which termination shall take effect on the date on which the new prices and/or rates would take effect.
- 3.6. The parties shall record the date or dates on which Gemvision shall charge the customer for the performance agreed in the contract. Amounts owed must be paid by the customer in accordance with the agreed payment terms or the payment terms stated on the invoice. The customer may not suspend any payment and may also not set off any amounts owed.
- 3.7. If the customer fails to pay amounts due or fails to do so on time, the customer shall owe statutory interest for commercial contracts on the outstanding amount without a demand for payment or a notice of default being required. If the customer fails to pay the amount due after a demand for payment or a notice of default has been issued, Gemvision shall be entitled to refer the debt for collection, in which case the customer must pay all judicial and extrajudicial costs, including all costs charged by external experts. The foregoing shall be without prejudice to Gemvision's other legal and contractual rights.

Art. 4. Term of the contract

- 4.1. The contract with Gemvision is for an indefinite period of time. Meaning both parties agree to an endless term.

Art. 5. Confidentiality and transfer of personnel

- 5.1. The customer and Gemvision must ensure that all information received from the other party, that the receiving party knows or should reasonably know is confidential, is kept secret. This duty of confidentiality shall not apply to Gemvision if and insofar as Gemvision is required to provide the information concerned to a third party in accordance with a court decision or a statutory requirement, or if and insofar as doing so is necessary for the proper performance of the contract by Gemvision. The party that receives the confidential information may only use it for the purpose for which it was provided. Information shall in any case be deemed to be confidential if it has been qualified as such by one of the parties.
- 5.2. The customer acknowledges that software originating from Gemvision is always confidential in nature and that this software contains trade secrets of Gemvision and its suppliers or the producer of the software.

- 5.3. During the contract and for one year following its termination, each of the parties shall not employ or otherwise directly or indirectly engage, for the purpose of performing work, employees of the other party who are or were involved in the performance of the contract unless the other party has given prior written permission. Conditions may be attached to this permission, including the condition that the customer must pay reasonable compensation to Gemvision.

Art. 6. Privacy and data processing

- 6.1. If necessary, for the performance of the contract, the customer shall on request inform Gemvision in writing about the way in which the customer performs its legal obligations regarding the protection of personal data.
- 6.2. The customer indemnifies Gemvision against claims of persons whose personal data is recorded or processed in the context of a register of personal data that is maintained by the customer or for which the customer is otherwise responsible by law, unless the customer proves that the facts on which a claim is based are attributable to Gemvision.
- 6.3. The customer is fully responsible for the data that it processes in the context of using a service of Gemvision. The customer guarantees vis-à-vis Gemvision that the content, use and/or processing of the data are not unlawful and do not infringe any right of a third party. The customer indemnifies Gemvision against any claim of a third party instituted for whatever reason in connection with this data or the performance of the contract.

Art. 7. Security

- 7.1. If Gemvision is obliged to provide for a form of information security under the contract, this security shall meet the specifications agreed in writing between the parties regarding security. Gemvision does not guarantee that the information security provided is effective under all circumstances. If the contract does not include an explicitly defined security method, the security provided shall meet a standard that is not unreasonable in terms of the state of the art, the sensitivity of the information and the costs associated with the security measures taken.
- 7.2. The access or identification codes and certificates provided by or because of Gemvision to the customer are confidential and must be treated as such by the customer, and may only be made known to authorised personnel in the customer's own organisation. Gemvision is entitled to change the access or identification codes and certificates.
- 7.4. The customer must adequately secure its systems and infrastructure and have active antivirus software protection at all times.

Art. 8. Retention of title, reservation of rights and suspension

- 8.1. All items delivered to the customer shall remain the property of Gemvision until all amounts owed by the customer to Gemvision under the contract concluded between the parties have been paid to Gemvision in full. A customer that acts as a reseller may sell and supply all items

that are subject to Gemvision's retention of title insofar as doing so is usual in the context of the customer's ordinary course of business.

- 8.2. The property-law consequences of the retention of title with respect to an item destined for export shall be governed by the laws of the State of destination if those laws contain provisions that are more favourable to Gemvision.
- 8.3. As and when necessary, rights shall be granted or transferred to the customer subject to the condition that the customer has paid all amounts owed under the contract.
- 8.4. Gemvision may retain all information, documents, software and/or data files received or created in the context of the contract in spite of an existing obligation to hand over or transfer until the customer has paid all amounts owed to Gemvision.

Art. 9. Risk transfer

- 9.1. The risk of loss, theft, misappropriation or damage of items, information (including user names, codes and passwords), documents, software or data files that are created, supplied or used in the context of performing the contract shall pass to the customer at the time at which the customer or an auxiliary person of the customer comes into actual possession of the items and information referred to.

Art. 10. Intellectual property

- 10.1. If Gemvision is prepared to undertake to transfer an intellectual property right, such a commitment may only be undertaken expressly and in writing. If the parties agree in writing that an intellectual property right with respect to software, websites, data files, equipment or other materials specifically developed for the customer shall transfer to the customer, this shall be without prejudice to Gemvision's right or option to use and/or operate, either for itself or for third parties and without any restriction, the parts, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and the like on which the developments referred to are based for other purposes. The transfer of an intellectual property right shall likewise be without prejudice to Gemvision's right to complete developments, either for itself or for a third party, that are similar to or derived from developments that were or are being completed for the customer.
- 10.2. All intellectual property rights to the software, websites, data files, equipment and training, testing and examination materials, as well as other materials like analyses, designs, documentation, reports and offers, including preparatory materials in this regard, developed or made available to the customer under the contract are held exclusively by Gemvision, its licensors or its suppliers. The customer shall have the rights of use expressly granted under these Terms and Conditions, the contract concluded in writing between the parties and the law. A right accorded to the customer is non-exclusive and may not be transferred, pledged or sublicensed.
- 10.3. The customer may not remove or change any indication concerning the confidential nature of or concerning the copyrights, brands, trade names or any other intellectual property right

pertaining to the software, websites, data files, equipment or materials, or have any such indication removed or changed.

- 10.4. Even if not expressly provided for in the contract, Gemvision may always take technical measures to protect equipment, data files, websites, software made available, software to which the customer is granted direct or indirect access, and the like in connection with an agreed limitation in terms of the content or duration of the right of use of these items. The customer may not remove or bypass such technical measures or have such technical measures removed or bypassed.
- 10.5. Gemvision indemnifies the customer against any claim of a third party based on the allegation that software, websites, data files, equipment or other materials developed by Gemvision itself infringe an intellectual property right of that third party, subject to the condition that the customer immediately informs Gemvision in writing about the existence and content of the claim and leaves the settlement of the claim, including any arrangements made in this regard, entirely to Gemvision. The customer shall provide the powers of attorney and information required to Gemvision and assist Gemvision to defend itself against such claims. This obligation to indemnify shall not apply if the alleged infringement concerns (i) materials made available to Gemvision by the customer for use, modification, processing or maintenance or (ii) changes made or commissioned by the customer in the software, website, data files, equipment or other materials without Gemvision's written permission. If it is irrevocably established in court that software, websites, data files, equipment or other materials developed by Gemvision itself is or are infringing any intellectual property right held by a third party, or if, in the opinion of Gemvision, there is a good chance that such an infringement is occurring, Gemvision shall if possible ensure that the customer can continue to use, or use functional equivalents of, the software, websites, data files, equipment or materials supplied. Any other or further obligation to indemnify on the part of Gemvision due to infringement of a third party's intellectual property right is excluded.
- 10.6. The customer guarantees that making equipment, software, material intended for websites, data files and/or other materials and/or designs available to Gemvision for the purpose of use, maintenance, processing, installation or integration does not infringe any rights of third parties. The customer indemnifies Gemvision against any claim of a third party based on the allegation that such making available, use, maintenance, processing, installation or integration infringes a right of that third party.
- 10.7. Gemvision is never obliged to perform data conversion unless doing so has been expressly agreed in writing with the customer.

Art. 11. Obligations to cooperate

- 11.1. The parties acknowledge that the success of work in the field of information and communications technology depends on proper and timely cooperation between the parties. The customer shall always extend, in a timely manner, the cooperation reasonably required by Gemvision.

- 11.2. The customer bears the risk of selecting the items, goods and/or services to be provided by Gemvision. The customer must always exercise the utmost care to guarantee that the requirements that Gemvision's performance must meet are accurate and complete. Measurements and particulars given in drawings, images, catalogues, websites, offers, advertising material, standardisation sheets and the like are not binding for Gemvision unless expressly stated otherwise by Gemvision.
- 11.3. If the customer deploys employees and/or auxiliary persons in the performance of the contract, these employees and auxiliary persons must have the knowledge and experience required. If Gemvision's employees perform work at the customer's location, the customer must provide, on time and free of charge, the facilities required, such as a workspace with computer and network facilities. Gemvision shall not be liable for damage or costs due to transmission errors, malfunctions or the non-availability of these facilities unless the customer proves that this damage or these costs are the result of deliberate intent or recklessness on the part of Gemvision's management.
- 11.4. The workspace and facilities must meet all legal requirements. The customer indemnifies Gemvision against claims of third parties, including Gemvision's employees, who suffer injury in the context of performing the contract as a result of acts or omissions of the customer or unsafe situations in the customer's organization. The customer shall make the company and security rules current in its organization known to employees deployed by Gemvision prior to the start of the work.
- 11.5. If, in connection with Gemvision's services and products, the customer makes software, equipment or other resources available to Gemvision, the customer guarantees that all licenses or approvals that Gemvision may require in relation to these resources shall be obtained.
- 11.6. The customer is responsible for the management, including checking the settings, and use of the products supplied and/or services provided by Gemvision, and the way in which the results of the products and services are used. The customer is also responsible for appropriately instructing users and for the use made by users.
- 11.7. The customer shall itself install, organize, parameterize and tune the software and support software required on its own equipment and, if necessary, modify the equipment, other software and support software and operating environment used in this regard, and effect the interoperability that it desires.

Art. 12. Obligations to provide information

- 12.1. To enable proper performance of the contract by Gemvision, the customer shall always provide all information reasonably required by Gemvision to Gemvision in a timely manner.
- 12.2. The customer guarantees that the information, designs and specifications that it has provided to Gemvision is or are accurate and complete. If the information, designs or

specifications provided by the customer contain inaccuracies apparent to Gemvision, Gemvision shall contact the customer to make enquiries about the matter.

- 12.3. In connection with continuity, the customer shall designate a contact person or contact persons who shall act in that capacity for the duration of Gemvision's work. The customer's contact persons shall have the experience required, specific knowledge of the subject matter and a proper understanding of the objectives that the customer wishes to achieve.
- 12.4. Gemvision is only obliged to periodically provide information concerning the performance of the work to the customer through the contact person designated by the customer.

Art. 13. Project and steering groups

- 13.1. If both parties are participating in a project or steering group through one or more employees that they have deployed, the provision of information shall take place in the manner agreed for the project or steering group.
- 13.2. Decisions made in a project or steering group in which both parties are participating shall only be binding for Gemvision if the decisions are made in accordance with that which has been agreed between the parties in writing in this regard or, in the absence of written agreements in this context, if Gemvision has accepted the decisions in writing. Gemvision is never obliged to accept or implement a decision if, in its opinion, the decision cannot be reconciled with the content and/or proper performance of the contract.
- 13.3. The customer guarantees that the persons that it has designated to participate in a project or steering group are authorised to make decisions that are binding for the customer.

Art. 14. Terms

- 14.1. Gemvision shall make reasonable efforts to comply to the greatest extent possible with the terms and delivery periods and/or dates and delivery dates, whether or not these are firm deadlines and/or dates, that it has specified or that have been agreed between the parties. The interim dates and delivery dates specified by Gemvision or agreed between the parties shall always apply as target dates, shall not bind Gemvision and shall always be indicative.
- 14.2. If a term is likely to be exceeded, Gemvision and customer shall consult with each other about the consequences of the term being exceeded in relation to further planning.
- 14.3. In all cases, therefore also if the parties have agreed firm deadlines and delivery periods or dates and delivery dates, Gemvision shall only be in default as a result of a period of time being exceeded after the customer has declared Gemvision to be in default in writing and a reasonable term that the customer granted to Gemvision to remedy the breach has passed. The notice of default must describe the breach as comprehensively and in as much detail as possible in order to give Gemvision the opportunity to respond adequately.
- 14.4. If it has been agreed that the work under the contract is to be performed in phases, Gemvision shall be entitled to postpone the start of a phase's work until the customer has approved the results of the preceding phase in writing.

- 14.5. Gemvision shall not be bound by a date or delivery date or term or delivery period, whether or not final, if the parties have agreed an amendment to the content or scope of the contract (additional work, a change of specifications and so on) or a change in approach with respect to performance of the contract, or if the customer fails to fulfil its obligations arising from the contract or fails to do so on time or in full. The need for or occurrence of additional work during performance of the contract shall never constitute a reason for the customer to give notice of termination or to rescind (in Dutch: 'ontbinden') the contract.

Art. 15. Termination and cancellation of the contract

- 15.1. Each party shall only be authorized to rescind the contract due to an attributable failure in the performance of the contract if the other party, in all cases after a written notice of default that is as detailed as possible and that grants a reasonable term to remedy the breach has been issued, is culpably failing to fulfil essential obligations under the contract. The customer's payment obligations and all obligations of the customer or a third party engaged by the customer to cooperate and/or provide information apply in all cases as essential obligations under the contract.
- 15.2. If, at the time of rescission, the customer has already received goods or services in the performance of the contract, these goods or services and the associated payment obligations shall not be undone unless the customer proves that Gemvision is in default with respect to the essential part of such goods or services. With due regard to the stipulation of the preceding sentence, amounts invoiced by Gemvision prior to rescission in connection with what it already properly performed or delivered in the performance of the contract shall remain payable in full and shall become immediately due and payable at the time of termination.
- 15.3. The contract can be cancelled online in the dashboard of the application, by customer or Gemvision, with a notice period of one month, in which all the provisions and rights and obligations under the contract and otherwise agreed by parties, apply. Gemvision is never obliged to repay any amount in money already received or pay any amount in compensation due to cancellation as referred to in this paragraph.
- 15.4. Contracts with Gemvision are for an indefinite periods of time, unless specifically agreed upon otherwise in writing, between parties. The customer may not cancel a contract of that has been entered into for a definite period of time, before the ending of the agreed period of time.
- 15.5. Either of the parties may terminate the contract in writing, in whole or in part, without notice of default being required and with immediate effect, if the other party is granted a moratorium, whether or not provisional, a petition for bankruptcy is filed for the other party or the company of the other party is liquidated or dissolved other than for restructuring or a merger of companies. Gemvision may also terminate the contract, in whole or in part, without notice of default being required and with immediate effect, if a direct or indirect change occurs in the decisive control of the customer's company. Gemvision is never obliged

to repay any amount in money already received or pay any amount in compensation due to termination as referred to in this paragraph. If the customer goes irrevocably bankrupt, its right to use the software, websites and the like made available to it shall end, as shall its right to access and/or use Gemvision's services, without termination by Gemvision being required.

Art. 16. Liability of Gemvision

- 16.1. Gemvision's total liability due to an attributable failure in the performance of the contract or on any legal basis whatsoever, expressly including each and every failure to fulfil a warranty obligation agreed with the customer, shall be limited to compensation for direct loss only, and then only up to a maximum of the price stipulated for the contract concerned (excluding VAT) for one year. Gemvision's total liability for direct loss, on any legal basis whatsoever, shall never amount to more than EUR 500.000 (five hundred thousand euros), however.
- 16.2. Gemvision's total liability for loss due to death or bodily injury or as a result of material damage to items shall never amount to more than EUR 1.250.000 (one million two hundred fifty thousand euros).
- 16.3. Gemvision's liability for indirect loss, consequential loss, loss of profits, lost savings, reduced goodwill, loss due to business interruption, loss as a result of claims of the customer's customers, loss arising from the use of items, materials or software of third parties prescribed by the customer to Gemvision, due to attributable failure in the performance of third-party equipment and loss arising from the engagement of suppliers prescribed by the customer to Gemvision is excluded. Gemvision's liability for corruption, destruction or loss of data or documents is likewise excluded.
- 16.4. The exclusions and limitations of Gemvision's liability described paragraphs 16.1 up to and including 16.3 are entirely without prejudice to the other exclusions and limitations of Gemvision's liability described in these Terms and Conditions.
- 16.5. The exclusions and limitations referred to in paragraphs 16.1 up to and including 16.4 shall cease to apply if and insofar as the loss is the result of deliberate intent or recklessness on the part of Gemvision's management.
- 16.6. Unless performance by Gemvision is permanently impossible, Gemvision shall only be liable due to an attributable failure in the performance of a contract if the customer declares Gemvision to be in default in writing without delay and grants Gemvision a reasonable term to remedy the breach, and Gemvision culpably fails to fulfil its obligations also after this term has passed. The notice of default must describe the breach as comprehensively and in as much detail as possible in order to give Gemvision the opportunity to respond adequately.
- 16.7. For there to be any right to compensation, the customer must always report the loss to Gemvision in writing as soon as possible after the loss has occurred. Each claim for compensation against Gemvision shall be barred by the mere expiry of a period of 24 months following the inception of the claim unless the customer has instituted a legal action for damages prior to the expiry of this period.

- 16.8. The customer indemnifies Gemvision against any and all claims of third parties due to product liability as a result of a defect in a product or system that the customer supplied to a third party and that consisted in part of equipment, software or other materials supplied by Gemvision, unless and insofar the customer is able to prove that the loss was caused by the equipment, software or other materials referred to.
- 16.9. The provisions of this article and all other limitations and exclusions of liability referred to in these general terms and conditions shall also apply for the benefit of all natural persons and legal entities that Gemvision engages in the performance of the contract.

Art. 17. Force majeure

- 17.1. None of the parties shall be obliged to fulfil any obligation, including any statutory and/or agreed warranty obligation, if it is prevented from doing so by force majeure. Force majeure on the part of Gemvision means, among other things: (i) force majeure on the part of Gemvisions of Gemvision, (ii) the failure to properly fulfil obligations on the part of suppliers that were prescribed to Gemvision by the customer, (iii) defects in items, equipment, software or materials of third parties the use of which was prescribed to Gemvision by the customer, (iv) government measures, (v) power failures, (vi) Internet, data network or telecommunication facilities failures, (vii) war and (viii) general transport problems.
- 17.2. Either of the parties shall have the right to rescind the contract in writing if a situation of force majeure persists for more than 60 days. In such an event, that which has already been performed under the contract shall be paid for on a proportional basis without the parties owing each other anything else.

Art. 18. Changes and additional work

- 18.1. If, at the request or prior consent of the customer, Gemvision has performed work or supplied goods or services that is or are outside the scope of the agreed work and/or provision of goods or services, the customer shall pay for this work or provision of goods or services in accordance with the agreed rates or, if no rates have been agreed between the parties, in accordance with Gemvision's usual rates. Gemvision is not obliged to honor such a request and may require that a separate contract be concluded in writing for the purpose.
- 18.2. Insofar as a fixed price has been agreed for the provision of services, Gemvision shall on request inform the customer in writing about the financial consequences of the additional work or additional provision of goods or services as referred to in this article.

Art. 19. Transfer of rights and obligations

- 19.1. The customer may not sell, transfer or pledge its rights and obligations under a contract to a third party.
- 19.2. Gemvision is entitled to sell, transfer or pledge its claims to payment of amounts owed to a third party.

Art. 20. Applicable law and disputes

- 20.1. Contracts between Gemvision and customer are governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
- 20.2. Disputes that arise by reason of the contract concluded between the parties and/or by reason of any further contracts deriving from it shall be resolved by arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes (Stichting Geschillenoplossing Automatisering - SGOA), which has its registered office in The Hague, the Netherlands, the foregoing without prejudice to the right of each party to request preliminary relief in summary arbitral proceedings and without prejudice to the right of each party to take precautionary measures. Arbitration proceedings shall take place in The Hague.
- 20.3. If a dispute that arises by reason of the contract concluded between the parties or by reason of any further contracts deriving from it is within the jurisdiction of the cantonal court (in Dutch: kantongerecht), each party, in derogation from the provisions of Article 20.2, shall be entitled to bring the case before the legally competent court as a cantonal court case. The parties shall only be entitled to take the afore- mentioned action if arbitration proceedings concerning the dispute have not yet been instituted in accordance with the provisions of Article 20.2. If, with due observance of the provisions of Article 20.3, one or more of the parties have brought the case before the legally competent court in order for it to be heard and settled, the cantonal court judge of that court shall be competent to hear and settle the case.

Chapter 2. Provision of services

Art 21. Performance

- 21.1. Gemvision shall perform its services with care to the best of its ability, if applicable in accordance with the agreements and procedures agreed in writing with the customer. All services by Gemvision shall be performed on the basis of an obligation to use best endeavors unless and insofar as Gemvision has expressly promised a result in the written contract and the result concerned has also been defined with sufficient determinability in the contract.
- 21.2. Gemvision shall not be liable for loss or costs that are the result of the use or misuse of access or identification codes or certificates unless the misuse is the direct result of deliberate intent or recklessness on the part of Gemvision's management.
- 21.3. If the contract has been entered into with a view to performance by one specific person, Gemvision shall always be entitled to replace this person with one or more persons who have the same and/or similar qualifications.
- 21.4. Gemvision is not obliged to follow the customer's instructions in the performance of its services, particularly not if these instructions change or add to the content and scope of the agreed services. If such instructions are followed, however, payment shall be made for the work concerned in accordance with Gemvision's usual rates.

Art. 22. Service Level Agreement

- 22.1. Any agreements concerning a service level (Service Level Agreements) shall only be expressly agreed in writing. The customer shall always inform Gemvision without delay about any circumstances that affect or that could affect the service level and its availability.
- 22.2. If agreements about a service level have been made, the availability of software, systems and related services shall always be measured such that unavailability due to preventive, corrective or adaptive maintenance or other forms of service announced by Gemvision in advance and circumstances beyond Gemvision's control are not taken into account. The availability measured by Gemvision shall count as conclusive evidence, subject to evidence to the contrary produced by the customer.

Art. 23. Backups

- 23.1. If the services provided to the customer under the contract include making backups of the customer's data, Gemvision shall make a complete backup of the customer's data in its possession in accordance with the periods agreed in writing or once a week if such periods have not been agreed. Gemvision shall retain the backup for the duration of the agreed term or for the duration of Gemvision's usual term if agreements have not been made in this regard. Gemvision shall retain the backup with due care.
- 23.2. The customer remains responsible for the fulfilment of all administrative and retention obligations that apply to it by law.

Chapter 3. Software as a Service (SaaS)

Art. 24. Provision of SaaS

- 24.1. Gemvision shall only provide SaaS on the instructions of the customer. The customer may not allow third parties to make use of the services provided by Gemvision in the field of SaaS.
- 24.2. If Gemvision performs work relating to the data of the customer, its employees or users pursuant to a request or a competently issued order of a government agency or in connection with a legal obligation, all costs associated with this work shall be charged to the customer.
- 24.3. Gemvision may change the content or scope of the SaaS delivery model. If such changes result in a change in the customer's current procedures, Gemvision shall inform the customer about the matter as soon as possible and the costs of this change shall be borne by the customer. The customer may in this case give notice of termination of the contract, which termination shall then take effect on the date on which the change takes effect, unless the change is related to changes in relevant legislation or other instructions issued by competent bodies, or Gemvision bears the costs of this change.
- 24.4. Gemvision may continue to provide SaaS using a new or modified version of the software. Gemvision is not obliged to maintain, modify or add certain features or functionalities of the service or software specifically for the customer.
- 24.5. Gemvision may temporarily put all or part of the SaaS out of operation for preventive, corrective or adaptive maintenance or other forms of service. Gemvision shall not allow the period during which the service is out of operation to last longer than necessary and shall ensure if possible that this period occurs outside office hours.
- 24.6. Gemvision is never obliged to provide a physical carrier to the customer that contains the software provided to and held by the customer in the context of the SaaS.

Art. 25. Guarantee

- 25.1. Gemvision does not guarantee that the software made available and held in the context of the SaaS is free of errors and functions without interruption. Gemvision shall make efforts to fix the errors in the software referred to in Article 30.3 within a reasonable term if and insofar as the matter concerns software developed by Gemvision itself and the customer has provided a detailed, written description of the defects concerned to Gemvision. Where there are grounds for doing so, Gemvision may postpone the fixing of defects until a new version of the software is put into operation. Gemvision does not guarantee that defects in software that it has not developed itself shall be fixed. Gemvision is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the software. If the software was developed on the instructions of the customer, Gemvision may charge for the costs of fixing to the customer in accordance with Gemvision's usual rates.

- 25.2. Based on the information provided by Gemvision concerning measures to prevent and limit the effects of malfunctions, defects in the SaaS, corruption or loss of data or other incidents, the customer shall identify and list the risks to its organization and take additional measures if necessary. Gemvision declares that it is prepared to provide assistance, at the customer's request, to the extent reasonable and according to the financial and other conditions set by Gemvision, with respect to further measures to be taken by the customer. Gemvision is never obliged to recover data that has been corrupted or lost.
- 25.3. Gemvision does not guarantee that the software made available and held in the context of the SaaS shall be adapted to changes in relevant legislation and regulations on time.

Art. 26. Protection of personal data

- 26.1. Under legislation pertaining to the processing of personal data, such as the EU General Data Protection Regulation (GDPR), the customer has obligations towards third parties, such as the obligation to provide information and allow the person concerned to inspect his or her personal data, and correct and delete the personal data of the person concerned. The customer is fully and solely responsible for the fulfilment of these obligations. The parties maintain that Gemvision is the 'processor' within the meaning of the GDPR with respect to the processing of personal data.
- 26.2. To the extent that doing so is technically possible, Gemvision shall provide support in the context of the obligations that the customer must fulfil as referred to in Article 26.1. The costs associated with this support are not included in the agreed prices and payments and shall be borne by the customer.

Art. 27. Commencement of the service; payment

- 27.1. The SaaS provided by Gemvision shall commence within a reasonable term following the conclusion of the contract. The customer shall promptly ensure that it has the facilities required to use the SaaS following the conclusion of the contract.
- 27.2. The customer shall owe the payment specified in the contract for the SaaS. In the absence of an agreed payment schedule, all amounts that relate to the SaaS provided by Gemvision shall be payable each calendar month in advance.

Chapter 4. Software

Art. 28. Right of use and restrictions on use

- 28.1. Gemvision shall make the agreed computer programs and agreed user documentation, hereinafter referred to as the 'software', available to the customer for use for the duration of the contract on the basis of a license for use. The right to use the software is non-exclusive and may not be transferred, pledged or sublicensed.
- 28.2. Gemvision's obligation to make available and the customer's right of use extend only to the software's object code. The customer's right of use does not extend to the software's source code. The software's source code and technical documentation prepared during the development of the software shall not be made available to the customer, not even if the customer is prepared to pay a financial amount for the source code and technical documentation.
- 28.3. The customer shall always strictly comply with the agreed restrictions on the use of the software, regardless of the nature or content of these restrictions.
- 28.4. If the parties have agreed that the software may only be used in combination with certain equipment, the customer shall in the event of any malfunction of this equipment be entitled to use the software on other equipment with the same qualifications during the time that the original equipment remains defective.
- 28.5. Gemvision may require that the customer only start using the software after having received one or more codes needed for use from Gemvision, Gemvision's supplier or the producer of the software. Gemvision is always entitled to take technical measures to protect the software against unlawful use and/or against use in a manner or for purposes other than the manner or purposes agreed between the parties. The customer shall never remove or bypass technical measures intended to protect the software or have such technical measures removed or bypassed.
- 28.6. The customer may only use the software in and for its own company or organization and only insofar as doing so is necessary for the intended use. The customer shall not use the software for third parties, for example in the context of Software as a Service (SaaS) or outsourcing.
- 28.7. The customer may never sell, rent out, dispose of or grant limited rights to, or make available to third parties the software and the carriers on which the software is or will be recorded, in any way whatsoever for whatever purpose or under whatever title. The customer may also not grant, whether or not remotely (online), a third party access to the software or place the software with a third party for hosting, not even if the third party concerned only uses the software for the customer.
- 28.8. If so requested, the customer shall cooperate without delay in an investigation into compliance with the agreed restrictions on use carried out by or for Gemvision. Should Gemvision so demand, the customer shall grant Gemvision access to its buildings and systems. Insofar as such information does not concern the use of the software itself,

Gemvision shall treat all confidential business information that it obtains from the customer or at the customer's business location in the context of an investigation as confidential.

- 28.9. The parties maintain that the contract concluded between the parties, insofar as the object of this contract is the making available of software for use, shall never be deemed to be a purchase contract.
- 28.10. Gemvision is not obliged to maintain the software and/or provide support to users and/or administrators of the software. If, contrary to the foregoing, Gemvision is asked to perform maintenance work and/or provide support with respect to the software, Gemvision may require that the customer enter into a separate, written contract for the purpose.

Art. 29. Delivery and installation

- 29.1. At its discretion, Gemvision shall deliver the software on the agreed type of data carrier or, if no agreements have been made in this regard, on a type of data carrier determined by Gemvision, or shall make the software available to the customer online. At Gemvision's discretion, any agreed user documentation shall be made available in printed or digital form in a language determined by Gemvision.
- 29.2. Gemvision shall only install the software at the customer's business location if this has been agreed between the parties. If no agreements have been made for the purpose, the customer shall itself install, organize, parameterize, tune and, if necessary, modify the equipment and operating environment used.

Art. 30. Acceptance

- 30.1. If the parties have not agreed an acceptance test, the customer shall accept the software in the state that it is in when delivered ('as is, where is'), therefore with all visible and invisible errors and defects, without prejudice to Gemvision's obligations under the guarantee scheme as set out in Article 34. In the aforementioned case, the software shall be deemed to have been accepted by the customer upon delivery or, if installation by a supplier has been agreed in writing, upon completion of installation.
- 30.2. The provisions of paragraphs 30.3 up to and including 30.10 shall apply if an acceptance test has been agreed between the parties.
- 30.3. In these Terms and Conditions, 'error' means substantial failure of the software to meet the functional or technical specifications of the software expressly made known by Gemvision in writing and, if all or part of the software concerns customized software, to meet the functional or technical specifications expressly agreed in writing. An error only applies if it can be demonstrated by the customer and if it is reproducible. The customer must report errors without delay. Any obligation of Gemvision is limited to errors within the meaning of these Terms and Conditions. Gemvision does not have any obligation whatsoever with respect to other defects in or on the software.
- 30.4. If an acceptance test has been agreed, the test period shall amount to 14 days following delivery or, if installation by Gemvision has been agreed in writing, 14 days following the

- completion of installation. The customer may not use the software for production or operational purposes during the test period. The customer shall carry out the agreed acceptance test with qualified personnel and with sufficient scope and depth.
- 30.5. If an acceptance test has been agreed, the customer must check whether the software delivered meets the functional or technical specifications expressly made known by Gemvision in writing and, if and to the extent that all or part of the software concerns customised software, meets the functional or technical specifications expressly agreed in writing.
- 30.6. The parties shall deem the software to have been accepted:
- a. if the parties have agreed an acceptance test: on the first day following the test period, or
 - b. if Gemvision receives a test report as referred to in Article 30.7 prior to the end of the test period: at the time at which the errors stated in this test report have been fixed, notwithstanding the presence of errors that, according to Article 30.8, do not prevent acceptance, or
 - c. if the customer uses the software in any way for production or operational purposes: at the time at which this use occurs.
- 30.7. If it becomes apparent during performance of the agreed acceptance test that the software contains errors, the customer shall report the test results to Gemvision in writing in a clear, detailed and comprehensible manner no later than on the last day of the test period. Gemvision shall strive to the best of its ability to fix the errors referred to within a reasonable term. Gemvision shall be entitled to install temporary solutions, program bypasses or problem-avoiding limitations in this regard.
- 30.8. The customer may not refuse to accept the software for reasons that are not related to the specifications expressly agreed in writing between the parties and, furthermore, may not refuse to accept the software because of the existence of minor errors, these being errors that do not reasonably prevent the operational or productive use of the software, the foregoing without prejudice to Gemvision's obligation to fix these minor errors in the context of the guarantee scheme referred to in Article 34. In addition, acceptance may not be refused because of aspects of the software that can only be assessed subjectively, such as aesthetic aspects of user interfaces.
- 30.9. If the software is delivered and tested in phases and/or parts, non-acceptance of a certain phase and/or part shall be without prejudice to the acceptance of a previous phase and/or a different part.
- 30.10. Acceptance of the software in one of the ways referred to in this article shall serve to discharge Gemvision of its obligations regarding making the software available and delivering the software and, if installation of the software by Gemvision has also been agreed, of its obligations regarding installation. Acceptance of the software shall be without prejudice to

the customer's rights based on Article 30.8 regarding minor defects and Article 34 regarding the guarantee.

Art. 31. Availability

- 31.1. Gemvision shall make the software available within a reasonable term following the conclusion of the contract.
- 31.2. Following the end of the contract, the customer shall return all copies of the software in its possession to Gemvision without delay. If it has been agreed that the customer must destroy the copies concerned at the end of the contract, the customer shall report the destruction of the copies to Gemvision in writing without delay. At or following the end of the contract, Gemvision shall not be obliged to provide assistance for the purpose of a data conversion desired by the customer.

Art. 32. Payment for the right of use

- 32.1. The customer must pay the amount owed for the right of use at the agreed times or, if a time has not been agreed:
- a. if the parties have not agreed that Gemvision shall install the software:
 - when the software is delivered;
 - or, in the case of periodically owed payments for the right of use, when the software is delivered and subsequently at the start of each new right of use term;
 - b. if the parties have agreed that Gemvision shall install the software:
 - upon completion of installation;
 - or, in the case of periodically owed payments for the right of use, upon completion of installation and subsequently at the start of each new right of use term.

Art. 33. Changes in the software

- 33.1. Barring exceptions provided for by law, the customer may not change all or part of the software without the prior written permission of Gemvision. Gemvision is entitled to refuse or attach conditions to such permission. The customer shall bear the entire risk of all changes that it makes or changes made by third parties on its instructions, whether or not with Gemvision's permission.

Art. 34. Guarantee

- 34.1. Gemvision shall strive to the best of its ability to fix errors within a reasonable term if these errors are reported in writing in a detailed manner to Gemvision within a period of three months following delivery or, if an acceptance test was agreed, within three months following acceptance. Gemvision does not guarantee that the software is suitable for actual

use and/or the intended use. Gemvision also does not guarantee that the software will operate without interruption and/or that all errors will always be fixed.

Fixing work shall be carried out free of charge unless the software was developed on the instructions of the customer other than for a fixed price, in which case Gemvision shall charge for the costs of fixing in accordance with its usual rates.

- 34.2. Gemvision may charge for the costs of fixing in accordance with its usual rates if such work is required as a result of user errors or improper use on the part of the customer, or as a result of causes that cannot be attributed to Gemvision. The obligation to fix errors shall cease to apply if the customer makes changes in the software or has such changes made without Gemvision's written permission.
- 34.3. The fixing of errors shall take place at a location and in a manner determined by Gemvision. Gemvision is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the software.
- 34.4. Gemvision is never obliged to recover data that has been corrupted or lost.
- 34.5. Gemvision does not have any obligation whatsoever, of whatever nature or content, with respect to errors reported after the end of the guarantee period referred to in Article 34.1.

Art. 35. Software of suppliers

- 35.1. If and insofar as Gemvision makes third-party software available to the customer, the license terms of the third parties concerned shall apply in the relationship between Gemvision and the customer with respect to the software instead of the provisions of these Terms and Conditions that differ from those license terms, provided that the applicability of the license terms of the third party concerned was reported to the customer by Gemvision in writing and, in addition, a copy of the applicable license terms was made available to the customer prior to the conclusion of the contract. In derogation from the provisions of the preceding sentence, the customer shall not be entitled to invoke failure on the part of Gemvision to fulfil the aforementioned obligation to provide information if the customer is a party as referred to in Section 235, subsection 1 or subsection 3 of Book 6 of the Dutch Civil Code.
- 35.2. If and insofar as, for whatever reason, the terms of third parties referred to above are deemed not to apply or are declared inapplicable in the relationship between the customer and Gemvision, the provisions of these general terms and conditions shall apply in full.

Chapter 5. Development of software and websites

Art. 36. Specifications and development of software/a website

- 36.1. If specifications or a design of the software or website to be developed have not already been provided prior to the conclusion of the contract or are not provided when the contract is concluded, the parties shall in consultation specify, in writing, the software or website to be developed and the manner in which the development is to be carried out.
- 36.2. Gemvision shall develop the software and/or website with due care in accordance with the expressly agreed specifications or design and, if applicable, having regard to the project organization, methods, techniques and/or procedures agreed in writing with the customer. Gemvision may require that the customer agree to the specifications or design in writing prior to commencement of the development work.
- 36.3. If the parties use a development method based on iterative design and/or development of the software or parts of the software or website or parts of the website (Scrum, for example), the parties shall accept that, at the start, the work shall not be performed on the basis of complete or fully detailed specifications, and also that specifications, which may or may not have been agreed on commencement of the work, may be changed, in consultation and with due observance of the project approach that forms part of the development method concerned, during the performance of the contract. During the performance of the contract, the parties shall make decisions in consultation regarding the specifications that shall apply in the subsequent phase of the project (a time box, for example) and/or in the subsequent, constituent development process. The customer accepts the risk that the software and/or the website may not necessarily meet all specifications. The customer shall ensure that relevant end users permanently and actively contribute and cooperate with respect to, among other things, testing and (further) decision-making, and that the contributions and cooperation of these end users is supported by the customer's organization. The customer guarantees that the employees whom it deploys and who are appointed to key positions shall have the decision-making powers required for these positions. The customer guarantees expeditiousness with respect to the progress-related decisions that it must make during the performance of the contract. If the customer fails to make clear progress-related decisions in a timely manner in accordance with the project approach that forms part of the development method concerned, Gemvision shall be entitled, though not obliged, to make the decisions that it deems to be appropriate.
- 36.4. The provisions of Article 30.1, Articles 30.4 up to and including 30.8 and Article 34.1 shall not apply if the parties use a development method as referred to in Article 36.3. The customer shall accept the software and/or website in the state that it is in at the end of the last development phase ('as is, where is'). Gemvision shall not be obliged to fix errors after the last development phase unless otherwise agreed in writing.

- 36.5. In the absence of specific agreements on the matter, Gemvision shall commence the design and/or development work within a term that it deems reasonable following the conclusion of the contract.
- 36.6. If so requested, the customer shall make it possible for Gemvision to perform work outside the usual working days and working hours at the office or location of the customer.
- 36.7. Gemvision's performance obligations with respect to the development of a website do not include making a content management system available.
- 36.8. Gemvision's performance obligations do not include maintaining the software and/or the website, and/or providing support to users and/or administrators of the software and/or the website. If, contrary to the foregoing, Gemvision must also perform maintenance work and/or provide support, Gemvision may require that the customer enter into a separate, written contract for the purpose. Gemvision shall charge for this work in accordance with Gemvision's usual rates.

Art. 37. Delivery, installation and acceptance

- 37.1. The provisions of Article 29 concerning delivery and installation apply mutatis mutandis.
- 37.2. Unless, pursuant to the contract, Gemvision must host the software and/or website on its own computer system for the customer, Gemvision shall deliver the website to the customer on a data carrier and in a form determined by Gemvision, or shall make the software and/or website available to the customer online.
- 37.3. The provisions of Article 30 of these Terms and Conditions concerning acceptance apply mutatis mutandis.

Art. 38. Right of use

- 38.1. Gemvision shall make the software and/or website developed on the instructions of the customer and any associated user documentation available to the customer for use.
- 38.2. The source code of the software and the technical documentation prepared during development of the software shall only be made available to the customer if this has been agreed in writing, in which case the customer shall be entitled to make changes to the software.
- 38.3. Gemvision is not obliged to make available the support software and program or data libraries required for the use and/or maintenance of the software.
- 38.4. The provisions of Article 28 concerning right of use and restrictions on use apply mutatis mutandis.
- 38.5. No restrictions on use of the software and/or website shall apply to the customer, contrary to the stipulation of Article 38.4, only if the content of the written contract expressly shows that all design and development costs shall fully and exclusively be borne by the customer.

Art. 39. Payment

- 39.1. In the absence of an agreed payment schedule, all amounts that relate to the design and development of software and/or websites shall be payable each calendar month in arrears.
- 39.2. The price for the development work includes the payment for the right to use the software or website during the term of the contract.
- 39.3. The payment for the development of the software does not include a payment for support software and program and data libraries, and any installation services and any modification and/or maintenance of the software required by the customer. The payment also does not include the provision of support to users of the software.

Art. 40. Guarantee

- 40.1. The provisions of Article 34 concerning the guarantee apply mutatis mutandis.
- 40.2. Gemvision does not guarantee that the website that it has developed functions well with all (new versions of) web browser types and possibly other software. Gemvision also does not guarantee that the website functions well with all types of equipment.

Chapter 6. Software maintenance and support

Art. 41. Maintenance services

- 41.1. If agreed, Gemvision shall perform maintenance work with respect to the software specified in the contract. The maintenance obligation includes fixing errors in the software within the meaning of Article 30.3 and, exclusively if agreed in writing, making new versions of the software available in accordance with Article 42.
- 41.2. The customer must report errors discovered in the software in detail. Following receipt of the report, Gemvision shall strive to the best of its ability to fix errors and/or implement improvements in later, new versions of the software in accordance with its usual procedures. Depending on the urgency and Gemvision's version and release policy, the results shall be made available to the customer in a manner and within a term determined by Gemvision. Gemvision is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the software. The customer shall itself install, organise, parameterise and tune the corrected software or the new version of the software made available, and, if necessary, modify the equipment and operating environment used.
- 41.3. The provisions of paragraphs 34.3 and 34.4 apply mutatis mutandis.
- 41.4. If Gemvision performs maintenance work online, the customer shall promptly ensure that a proper infrastructure and network facilities are in place.
- 41.5. The customer shall extend the cooperation required by Gemvision in the context of maintenance, including temporarily ceasing use of the software and making a backup of all data.
- 41.6. If the maintenance work relates to software that was not supplied to the customer by Gemvision, the customer, if Gemvision believes this is necessary or desirable for the maintenance work, shall make the source code and the technical (development) documentation of the software, including data models, designs, change logs and the like, available. The customer guarantees that it is entitled to make the aforementioned items available. The customer grants Gemvision the right to use and change the software, including the source code and technical (development) documentation, in the context of performing the agreed maintenance work.
- 41.7. The maintenance work performed by Gemvision does not affect the customer's own responsibility for managing the software, including checking the settings and the way in which the results arising from operating the software are used. The customer shall itself install, organize, parameterize and tune the software and support software required and, if necessary, modify the equipment, other software and support software and operating environment used in this regard, and effect the interoperability that it desires.

Art. 42. New versions of software

- 42.1. Maintenance shall include making new versions of the software available only if and insofar as this has been agreed in writing. If maintenance includes making new versions of the software available, they shall be made available at Gemvision's discretion.
- 42.2. Three months after an improved version has been made available, Gemvision shall no longer be obliged to fix errors in the previous version and to provide support and/or perform maintenance work with respect to a previous version.
- 42.3. Gemvision may require that the customer enter into a further written contract with Gemvision for a version with new functionality and that a further payment be made for this version. Gemvision may incorporate functionality from a previous version of the software in unaltered form, but does not guarantee that each new version includes the same functionality as the previous version. Gemvision is not obliged to maintain, modify or add certain features or functionalities of the software specifically for the customer.
- 42.4. Gemvision may require that the customer modify its system (equipment, software and the like) if doing so is necessary for the proper functioning of a new version of the software.

Art. 43. Support services

- 43.1. If the services provided by Gemvision under the contract include the provision of support to users and/or administrators of the software, Gemvision shall provide, by telephone or email, advice on the use and functioning of the software specified in the contract. Gemvision may set conditions with respect to the qualifications and the number of persons eligible for support. Gemvision shall handle properly substantiated requests for support within a reasonable term in accordance with its usual procedures. Gemvision does not guarantee the accuracy, completeness or timeliness of replies or the support offered. Support services shall be performed on working days during Gemvision's usual business hours.
- 43.2. If the services provided by Gemvision under the contract include the provision of standby services, Gemvision shall ensure that one or more staff members are available on the days and during the times specified in the contract. The customer shall in this case be entitled in the event of urgency to call in the support of staff members on standby if there is a serious malfunction in the operation of the software. Gemvision does not guarantee that all malfunctions will be repaired speedily.
- 43.3. The maintenance and other agreed services as referred to in this chapter shall be performed as from the date on which the contract is concluded, unless the parties have agreed otherwise in writing.



Art. 44. Payment

- 44.1. In the absence of an expressly agreed payment schedule, all amounts that relate to the maintenance of the software and the other services as referred to in this chapter and laid down in the contract shall be payable each calendar month in advance.
- 44.2. Amounts relating to the maintenance of the software and the other services as referred to in this chapter and laid down in the contract shall be payable from the moment of commencement of the contract. The payment for maintenance and other services shall be due regardless of whether or not the customer is using the software or exercising the option of maintenance or support.

Chapter 7. Purchase of equipment

Art. 45. Purchase and sale

- 45.1. Gemvision sells third-party equipment and/or other items according to the nature and number agreed in writing and the customer shall purchase this equipment and/or these other items from Gemvision.
- 45.2. Gemvision does not guarantee that the equipment and/or items will on delivery be suitable for the customer's actual and/or intended use unless the intended purposes have been clearly specified in the written contract without reservation.
- 45.3. Gemvision's obligation to sell does not include assembly and installation materials, software, consumer items, batteries, stamps, ink and ink cartridges, toner items, cables and accessories.
- 45.4. Gemvision does not guarantee that the assembly, installation and operating instructions that come with the equipment and/or items are free of errors and that the equipment and/or items have the characteristics stated in these instructions.

Art. 46. Delivery

- 46.1. The equipment and/or items sold by Gemvision to the customer shall be delivered to the customer ex warehouse. Gemvision shall deliver the items sold to the customer to a location designated by the customer, or have such items delivered to the designated location, only if doing so has been agreed in writing. Gemvision shall in this case inform the customer, if possible in good time prior to the delivery, about the time at which Gemvision or transporter engaged by Gemvision intends to deliver the equipment and/or items.
- 46.2. The purchase price of the equipment and/or items does not include the costs of transport, insurance, hauling and hoisting, the hiring of temporary facilities and the like. If applicable, these costs shall be charged to the customer. Price of insurance is accommodated in the costs of transport. Gemvision will only send packages which are insured.
- 46.3. If the customer asks Gemvision to remove old materials (such as networks, cabinets, cable ducts, packaging materials and equipment) or if Gemvision is legally obliged to do so, Gemvision may accept this request by means of a written assignment at its usual rates. If and insofar as Gemvision is prohibited by law from requiring payment (for example in the context of the old-for-new scheme), Gemvision shall not, as appropriate, require payment from the customer.
- 46.4. If the parties have concluded an agreement in writing for the purpose, Gemvision shall install, configure and connect the equipment and/or items or shall have the equipment and/or items installed, configured and connected. Any obligation of Gemvision to install and/or configure equipment does not include performing data conversion and installing software. Gemvision is not responsible for obtaining any licenses required.
- 46.5. Gemvision is always entitled to perform the contract on the basis of partial deliveries.

Art. 47. Test assembly

- 47.1. Gemvision shall only be obliged to place a test assembly with respect to the equipment in which the customer is interested if doing so has been agreed in writing. Gemvision may attach financial and other conditions to a test assembly. A test assembly involves temporarily making the standard version of equipment available on approval, excluding accessories, in a space made available by the customer, prior to the customer's final decision regarding whether or not to purchase the equipment concerned. The customer is liable for the use, damage to and theft or loss of the equipment that forms part of a test assembly.

Art. 48. Area requirements

- 48.1. The customer shall ensure an area that meets the requirements specified by Gemvision for the equipment and/or items, among other things in terms of temperature, humidity and technical area requirements.
- 48.2. The customer shall ensure that work that must be performed by third parties, such as structural work, is performed adequately and on time.

Art. 49. Guarantee and reparation

- 49.1. Parties agree that Gemvision will not provide any guarantee on the sold products and will not service reparation, as they are third party equipment. For guarantee and reparation, the customer will contact the third-party supplier.

Art. 50. Third-party terms and conditions

- 50.1. Gemvision sells third-party equipment, the conditions of sale of that third party shall apply in the relationship between Gemvision and the customer with respect to the equipment instead of the provisions of these Terms and Conditions that differ from those conditions of sale, provided that the applicability of the conditions of sale of the third party concerned was reported to the customer by Gemvision in writing and, in addition, a copy of the conditions of sale was made available to the customer prior to or upon the conclusion of the contract or upon conclusion of the contract. In derogation from the provisions of the preceding sentence, the customer shall not be entitled to invoke failure on the part of Gemvision to fulfil the aforementioned obligation to provide information if the customer is a party as referred to in Section 235, subsection 1 or subsection 3 of Book 6 of the Dutch Civil Code.
- 50.2. If and insofar as, for whatever reason, the conditions of third parties referred to are deemed not to apply or are declared inapplicable in the relationship between the customer and Gemvision, the provisions of these Terms and Conditions shall apply in full.