



General Terms and Conditions of PCI Nederland

Version January 2022

Article 1 Definitions

1.1. In these General Terms and Conditions, the following terms are defined as stated below:

Acceptance:	the acceptance by the Customer of the Products and/or Services provided by PCI by means of signing an acceptance form or otherwise;
Acceptance test:	testing of the Products and/or Services provided by PCI to verify whether they meet the agreed specifications before Acceptance and first use;
Delivery:	the on-site delivery of the Product and/or Service ordered by the Customer;
General Terms and Conditions:	these General Terms and Conditions of PCI with accompanying Leaflet;
Third party/parties:	any person who is not a contracting party to an Agreement with respect to the Parties concerned;
Service(s):	all services, activities and/or work provided to and/or performed for the Customer by PCI or Third Parties engaged by PCI on the basis of the Agreement, including but not limited to on-site support, commissioning, telephone helpdesk and other external support, consultancy, project management, installation, training, software as a service and/or other services;
Documentation:	technical and functional descriptions, user manuals in any form whatsoever relating to the Products and/or Services;
Error(s):	failure of Products or Services to comply with the functional specifications made known by PCI and/or with the expressly agreed functional specifications. An Error shall only be deemed to exist if it has been reported by the Customer in a timely manner and can be demonstrated and reproduced;
User:	employee of the Customer who has been authorised to use the Products and/or Services;
General Available Release:	a stable Release of Software that is distributed publicly and intended for production.
Rental Agreement:	an Agreement under which PCI makes a Product available to the Customer for a specified period for which the Customer owes PCI monthly payments. The Rental Agreement also includes lease, test and loan agreements;
Installation:	the preparation of the Products and/or Services delivered by PCI ready for use in the agreed Work Environment;
Intellectual Property Rights (IPR):	all trademarks, service marks, trade names, domain names, logos, patents, know-how, design rights, copyrights, topography rights, database rights and all other rights of intellectual and industrial property in any part of the world and where such rights are acquired or strengthened by means of registration, the registration of such rights, the application for registration and the right to register;
Business hours:	the working hours applicable at PCI, from 08:30 to 17:00 hours on Business Days;
Customer:	the party PCI enters into an Agreement or an Offer with;
Leaflet:	specific leaflets that form part of these General Terms and Conditions and set out the applicable additional general terms and conditions for specific Products and/or Services and/or a specific business unit;
Quotation:	all quotations and offers from PCI to the Customer;
Maintenance:	Service consisting of maintaining the Products and/or Services of the Customer, as further specified in the Agreement;
Agreement(s):	all agreements between PCI and the Customer relating to the delivery of Products and/or Services, as well as every assignment the Customer gives to PCI and that is accepted by PCI, and all related (legal) acts, including these General Terms and Conditions and the applicable Leaflets;
Parties:	PCI and Customer jointly;
PCI:	PCI Nederland B.V. and/or one of its subsidiaries, sister companies and/or group companies within the meaning of Section 2:24a and 2:24b of the Dutch Civil Code and all present and future affiliated companies, directly or indirectly, in the Netherlands and abroad;
Product(s):	all products, hardware, (user rights to) Software

In writing/written:	The relevant act must be recorded on paper or in an Agreement;
SLA:	Service Level Agreement, the agreements concerning the levels for Services laid down in an Agreement;
Software:	(user rights to) software provided by PCI under its own label or under the label of Third Parties (Third-Party Software) including but not limited to system software, application software and user interfaces;
Privacy regulations:	The General Data Protection Regulation (EU) 2016/679 ('GDPR'), the General Data Protection Implementing Act and other applicable laws and regulations with respect to the protection of personal data;
Consumables:	all consumables as supplied by PCI to the Customer, for example but not limited to toner, paper and suchlike;
Confidential information:	any information provided verbally, electronically or in writing by either Party, which is clearly confidential and any such information which the party concerned indicates must be treated confidentially; confidential information shall in any event include but not be limited to personal data, all information regarding the company, its business operations, offers and contracts and information that qualifies as a business secret within the meaning of the Business Secrets Act;
Replacement parts:	parts with a limited life span that need to be replaced during the term of the Agreement under the responsibility of Customer;
Business Day(s):	Every Monday to Friday during Business Hours, with the exception of national holidays, unless otherwise agreed in Writing;
Work Environment Customer:	the Customer's actual location and power supplies, information technology, telecommunications and other relevant infrastructure linked in any manner to the Products and/or Services provided by PCI under an Agreement.

Article 2 Applicability

- 2.1. These General Terms and Conditions shall apply to and form an integral part of all Offers and Agreements to which PCI is a party. Once these General Terms and Conditions apply to one such legal relationship, they shall also apply to any subsequent such legal relationship.
- 2.2. Deviations from these General Terms and Conditions shall only be possible by written agreement. Applicability of purchase conditions or other conditions of the Customer or branch conditions is explicitly rejected or ranked below these General Terms and Conditions, unless explicitly agreed otherwise in writing.
- 2.3. If any provision of these General Terms and Conditions is null and void or is annulled, the other provisions of these General Terms and Conditions shall remain in full force and the Parties shall undertake to replace the null and void and/or annulled provisions by provisions that are binding and deviate as little as possible from the purpose and purport of the General Terms and Conditions.
- 2.4. For the specific Product or Service that the Customer purchases, there is a Leaflet that supplements these General Terms and Conditions. If any provision of the Leaflet conflicts with a provision of the General Terms and Conditions, the provision of the General Terms and Conditions shall prevail over that of the Leaflet.

Article 3 Offer and acceptance

- 3.1. All PCI Offers shall be without obligation, unless otherwise stated in writing. If the Offer is accepted by the Customer, PCI shall have the right to revoke the Offer within ten (10) Business Days, without any liability to pay compensation. An Agreement between PCI and the Customer shall be concluded after PCI has confirmed this in Writing by means of a signed or electronic confirmation and/or PCI has started to perform the Agreement.
- 3.2. Orders placed by the Customer are irrevocable. The Customer shall be entitled to request further orders from PCI by e-mail. PCI shall not be responsible and cannot be held liable for abuse of the e-mail addresses used by the Customer.
- 3.3. If the Customer departs from the PCI Offer when accepting an Offer or if conditions are imposed before accepting the Offer by signing it, this shall not constitute an accepted Offer but rather an invitation to PCI to submit a new Offer.



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Article 4 Prices

1. The prices and rates quoted by PCI are in euros and exclude turnover tax (VAT) and other taxes imposed or levied, unless otherwise agreed.
2. PCI shall be entitled to annually index the agreed prices and rates.
3. Prices shall be based on the circumstances applicable to PCI upon entering an Agreement, including but not limited to exchange rates, purchase prices, wage costs, freight rates, import and export duties, excise duties, levies and taxes that are directly or indirectly charged to PCI or charged by Third Parties. If these circumstances (including all taxes and costs relating to copyright levies) change after conclusion of the Agreement, PCI shall have the right to charge the resulting costs to the Customer.
4. PCI shall charge the Customer separately for the costs of necessary transport and insurance as well as government-imposed levies, including but not limited to environmental levies and printing rights.
5. Services or work not expressly stated in the Agreement shall not be covered by the Agreement and may have a price-increasing effect. The Customer shall pay PCI a fee for services and work that are not included in the Agreement.
6. All prices and/or rates of PCI shall be subject to programming and typing errors.

Article 5 Invoicing

1. Invoicing shall be monthly and/or quarterly prior to delivery of the Products and/or Services, unless otherwise agreed.
2. If an Agreement is performed in parts, PCI shall have the right to invoice each part separately.
3. PCI shall issue the Customer with a digital invoice. If the Customer wishes to receive a paper invoice, PCI shall be entitled to charge the Customer a surcharge of € 25.00 excluding VAT per invoice.
4. PCI reserves the right to invoice the Customer from the business unit from which the relevant Products and/or Services are supplied; this may mean that the Customer receives several invoices from PCI in the same period.
5. Everything the Customer owes PCI by virtue of the Agreement shall be collected by means of standard European direct debit. The Customer must complete the SEPA direct debit authorisation form provided by PCI for this purpose. If the Customer with draws or terminates the direct debit authorisation, PCI shall be entitled to charge the Customer € 25.00 excluding VAT per invoice.
6. Complaints about invoices must be submitted in writing to PCI within seven (7) calendar days of the invoice date but shall not suspend the Customer's payment obligation. Subsequent complaints shall not be considered; in that case, the Customer shall be deemed to have approved the relevant invoice. The burden of proof in respect of timely submission of the complaint shall rest with the Customer.
4. With respect to Rental Agreements from Article 11 of these terms and conditions, if Products and Services are delivered in the course of a calendar month, invoicing shall commence on the first day following the day after the last Product has been installed.

Article 6 Payment

1. Invoices shall be paid by the Customer by means of the SEPA direct debit authorisation issued, failing which invoices shall be paid in accordance with the payment terms and conditions stated on the invoice. In the absence of a specific payment term, the Customer shall pay within fourteen (14) days after the invoice date.
2. The Customer shall not be entitled to set off any payments, to make any deductions or to suspend payments, or to levy an attachment against itself at PCI's expense.
3. The agreed payment term shall be considered as deadlines. The Customer shall be in default by the mere expiry of this payment term; a summons and/or notice of default shall not be required for this purpose. If the Customer fails to pay the invoice amount or part thereof on time, it shall owe PCI interest of 1.5% that is immediately due from the due date until the day on which payment has been made in full. If collection of the sum owed is necessary because the payment term has not been observed, both the judicial and extrajudicial collection costs shall be fully borne by the Customer.
4. Payments made by the Customer shall always first be applied to settle all due interest and costs and subsequently to settle those invoice amounts that have been outstanding for the longest period, even if the Customer has stated that the payment relates to a later invoice.
5. Unless otherwise agreed, an order via the website of PCI must be paid for by means of an online payment order in the manner offered on the website at the time of payment.

Article 7 Delivery & Acceptance

1. PCI will deliver the Products 'ex works' as referred to in the Incoterms 2020 or at least the most recent version of the Incoterms upon entering into the Agreement, unless otherwise agreed in writing.
2. PCI will deliver the Products and/or Services according to the Agreement and, if agreed, install the Products and/or Services. PCI shall make every effort to comply with the agreed (delivery) dates to the extent possible. Stated delivery dates are

approximates and shall not constitute a binding deadline. The mere fact that a stated or agreed (delivery) date is exceeded shall not constitute default on the part of PCI. In all cases, even if the Parties have expressly agreed on a deadline in writing, PCI shall not be in default due to failure to meet this deadline until the Customer has given it written notice of default. PCI shall not be bound by a deadline or binding deadline for delivery if the Parties have agreed to change the content or scope of the Agreement. If any period is likely to be exceeded, PCI and the Customer shall enter into consultations as soon as possible.

3. The Customer shall ensure that the Customer's work environment and access thereto are suitable for the Installation of Products and/or Services and their use. The Customer shall also provide the necessary electrical and network connections, access rights, work space and whatever else is required to install and operate the Products and/or Services properly and/or make safety modifications, all in accordance with the instructions of PCI. PCI shall be given full access to and cooperation with everything that PCI requires to be able to install the Product(s) and/or Service(s), including: dial-in facilities and remote access.
4. If information necessary for performance of the Agreement is not available to PCI, or not available on time or in accordance with the agreements, or if Installation of the Products and/or Services cannot be commenced or cannot be completed due to factors attributable to the Customer, PCI shall have the right to suspend performance of the Agreement in whole or in part and PCI shall have the right to charge the Customer for the costs incurred as a result, including but not limited to waiting time and call-out charges, in accordance with its applicable rates, without prejudice to PCI's right to exercise any other legal and/or agreed right.
5. The risk of loss of or damage to Products that are the subject of the Agreement shall be transferred to the Customer once they have been placed at the actual disposal of the Customer or of an assistant used by the Customer. Therefore, the Customer shall be liable for loss, theft or damage of the Products by whatever cause, unless the damage and/or loss is due to intent or gross negligence on the part of PCI or persons engaged by PCI in the performance of the Agreement.
6. On receipt or first use of the Products and/or Services provided by PCI, the Customer shall establish whether these Products and/or Services are damaged, defective or not suitable for the purpose for which they were supplied, and shall report this immediately to PCI on the acceptance form or by e-mail.
7. Transport damage and damage to the Customer's property as a result of Delivery, Installation or return of Products must be reported immediately (but no later than within twenty-four (24) hours) to the carrier and in writing to PCI. Subject to timely notification by the Customer, the Customer accepts the Products in the condition they are in upon Delivery, with all visible and invisible Errors and defects by signing an acceptance form.
8. If an Acceptance Test was agreed between the Parties, the test period shall be ten (10) Business Days after Delivery or after completion of the Installation by PCI. If the Customer uses the Products and/or Services prior to Acceptance, these shall be considered to have been fully accepted from commencement of the first use.
9. Acceptance of the Products and/or Services may not be withheld on any grounds other than those relating to the specifications expressly agreed in writing between the Parties, nor due to the existence of minor Errors, i.e. Errors that do not reasonably prevent putting the Products into productive or operational use. If the Products are delivered and tested in phases and/or parts, non-acceptance of a certain phase and/or part shall not affect possible Acceptance of an earlier phase and/or another part.
- 7.10. The Customer shall bear the risk of damage resulting from unforeseen circumstances after Delivery.

Article 8 Performance and Contract Extras

1. PCI shall make every effort to perform the Agreement with due care. PCI's obligations shall be based on a best-efforts obligation.
2. The Agreement will be performed during the term of the Agreement during PCI's normal Business Hours on Business Days. If work is carried out outside Business Hours or outside Business Days at the request of the Customer, the related costs shall be charged to the Customer on the basis of PCI's then applicable rates.
3. If it has been agreed that the Agreement will be performed in phases, PCI shall be entitled to postpone commencement of the performance of activities that are part of a subsequent phase until the Customer has approved the results of the preceding phase in writing.
4. If the Agreement was entered into with a view to performance by a particular person, PCI shall at all times be entitled to replace this person with one or more other persons.
5. If PCI has performed work or other activities that fall outside the content or scope of the Agreement at the request of or with the prior consent of the Customer, such work or activities shall be paid for by the Customer to PCI in accordance with the then applicable rates of PCI. Under no circumstances shall PCI be obliged to comply with such a request and the conclusion of a separate Written Agreement for this purpose may be required.
- 8.6. The Customer accepts that contract extras may influence the agreed or expected time of completion of work and the mutual responsibilities of the Customer and PCI. Expanding or modifying a system analysis or a design shall also constitute contract extras. Adjustments in the sense of reorganisations and/or curtailments of the



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Products and/or Services may, depending on the actual situation, also result in contract extras. Contract extras shall never be a ground for dissolution or termination of the Agreement by the Customer.

- 8.7. Once it becomes apparent during the performance of the Agreement that unforeseen circumstances arise for the Customer and/or PCI which necessitate adjustment of the assignment formulation, activities and/or budget, consultations on said adjustment shall be held immediately. The outcome of such consultations shall be added in writing as contract extras to the contract.
- 8.8. If and insofar as PCI is required by law or by the Agreement to retain (traffic) data relating to the Services for the stipulated period, PCI shall be entitled to charge additional costs in this respect.
- 8.9. PCI shall have the right to (temporarily) suspend the Services and/or the user rights and/or the delivery of other Products, to take out of service and/or to restrict their use, if the Customer and/or User fails to fulfil any obligation vis-à-vis PCI, or acts in breach of the Agreement and/or these General Terms and Conditions and Leaflet. Under no circumstances shall PCI be liable to the Customer and/or Third Parties for the consequences of the provisions in the previous sentence, nor shall it owe any compensation or payment.
- 8.10. PCI shall be entitled at any time to stop offering, terminate or change certain Products and/or Services without any liability vis-à-vis the Customer. In the event of changes to Products and/or Services, PCI shall notify the Customer at least one month before the effective date of the change, stating the costs of the work. A change that, in the reasonable technical opinion of PCI, requires substantial modifications by the Customer shall be communicated to the Customer without delay. The Customer may not claim compensation for damage or costs. If the Customer refuses to implement the change in question, PCI shall be entitled to terminate the current Agreement, whereby the Customer shall remain liable for the agreed contract price.
- 8.11. PCI shall be entitled, without prior notice, to put the Products and/or Services (temporarily) out of service or restrict their use where this is necessary for the purpose of maintenance that is reasonably required or for the necessary adjustments or improvements to be made by PCI, without this giving rise to a right to compensation of the Customer vis-à-vis PCI. Obviously, PCI shall endeavour to notify the Customer in good time, but there may be circumstances under which it will not be able to do so.

Article 9 Obligations of the Customer

- 9.1. The Customer shall provide PCI with all information PCI needs to properly perform the Agreement. The Customer shall guarantee the correctness, completeness and reliability of the information it provides, even if this originates from Third Parties. If information necessary for the performance of the Agreement is not available to PCI, or is not available on time, or is not available correctly and completely and/or does not conform to the agreements made, or if the Customer fails to fulfil its obligations in any other way, PCI shall be entitled to terminate the Agreement and charge the resulting costs at its usual rates. If the Customer is in default, PCI shall be entitled to terminate the Agreement with immediate effect and without any obligation to pay any form of compensation, whereby the Customer shall be bound to pay PCI the contract price for the Agreement. PCI shall not be liable for damages caused by relying on incorrect and/or incomplete data and information provided by the Customer.
- 9.2. The Products and/or Services provided by PCI under the Agreement may only be used for lawful and legitimate purposes. The Customer and/or User shall not be permitted to use the Products and/or Services to send or place unlawful content or other unlawful messages or codes or for actions and/or conduct contrary to applicable statutory provisions, self-regulation, generally accepted standards of decency and/or the Agreement and/or these General Terms and Conditions, as well as the accompanying Leaflet and any terms and conditions of the supplier or developer of the Products and/or Services.
- 9.3. The Customer guarantees that the User shall at all times strictly and faithfully fulfil its obligations under the Agreement and these General Terms and Conditions as well as the accompanying Leaflet. To the extent that there are obligations on the part of the User, these shall also be obligations on the part of the Customer. The Customer must comply with the (technical) regulations, conditions and procedures issued by or on behalf of PCI. The Customer shall be bound to follow reasonable instructions from PCI regarding the use of the Products and/or Services.
- 9.4. If as part of maintenance, whether or not under a specific SLA, or otherwise PCI comes to the conclusion that adjustments to the Customer's Working Environment are necessary because either the proper and acceptable functioning of the Customer's Service and/or Product is jeopardised or a situation in which PCI can no longer guarantee that a service level as agreed or deemed justified by PCI can be realised could arise or arises, the Customer shall be obliged to implement these adjustments in the Customer's Working Environment. If the Customer fails to do so, PCI shall no longer be obliged to comply with the maintenance levels issued (whether or not by means of an SLA) and it shall also have the right to terminate a current Agreement without being liable for any further compensation or payment, whereby the Customer shall be obliged to pay PCI the contract price under the Agreement.
- 9.5. With respect to data carriers, the Customer shall be responsible for protecting the data on such data carrier at all times. Among other things, the Customer must ensure that a back-up of the data has been made before the Product is sent for repair; the

same applies to data stored in a Service that is submitted to PCI for maintenance or update.

- 9.6. If no specific back-up and/or colocation agreements have been made between PCI and the Customer, the Customer shall take care of and be fully responsible for a fall-back facility and back-up of its data at a location other than the location at which PCI stores the Customer's data for the performance of Services.
- 9.7. Prior to the performance of any outsourcing process, the Customer shall have the obligation to inform PCI in writing of the potential consequences of the regulation concerning transfer of undertaking within the meaning of Section 7:663 of the Dutch Civil Code. If PCI ends up hiring personnel from the Customer as a result of this regulation whom, in its sole opinion, it does not need, the Customer shall indemnify PCI for all costs of redundancy.
- 9.8. The Customer shall inform PCI in good time and in writing in advance of any changes in name, address and residence, changes in the relationship of ownership within the company and changes in the bank accounts where PCI invoices its debts and/or where it settles its debts. The Customer undertakes to provide financial information and explanations if so requested by PCI.
- 9.9. The Customer shall immediately inform PCI in writing if and as soon as it becomes aware of the intention to withdraw or the withdrawal of a declaration of liability (including as referred to in Section 2:403 of the Dutch Civil Code) with respect to the Customer's obligations.
- 9.10. If work by Third Parties in the Customer's Work Environment may affect the functioning of or cause damage to the Products and/or Services of PCI, for example by (temporarily) switching off the power supply, the Customer shall immediately inform PCI thereof and comply with the instructions issued by PCI. Any damage arising from failure to follow PCI's instructions shall be at the Customer's risk.

Article 10 Finance company

- 10.1. PCI shall have the right to sell, pledge, transfer or otherwise dispose of or encumber ownership or the right to use the Products, Services and/or receivables from the Rental Agreement in whole or in part to a financier without prejudice to PCI being bound to fulfil its obligation under the Rental Agreement. In addition, PCI shall have the right, inter alia within the scope of financing its business activities, to transfer its rights and obligations under the Rental Agreement to a financier, either conditionally or unconditionally, by means of contract acquisition. The Customer declares in advance that it agrees to this and shall be obliged to cooperate in the transfer and to sign the required documents of the financier for that purpose.
- 10.2. All conditions of the Rental Agreement and these General Terms and Conditions and the applicable Leaflet shall continue to apply in full before and after the transfer of that which is referred to in Article 10.1 of these General Terms and Conditions.
- 10.3. In the event of transfer of the Rental Agreement to a financier and if the financier is a member of the Central Credit Registration Office [Bureau Krediet Registratie] (BKR) in Tiel, the financier shall be obliged to report to BKR any arrears in the performance of the payment obligations under the Rental Agreement of more than four months, which may have consequences for any subsequent application for financing. If the arrears have arisen through the actions of PCI or the financier, they shall not be reported to BKR. BKR processes the data in the Central Credit Information System for the purpose of preventing and limiting credit and payment risks for affiliated organisations and preventing and limiting excessive lending for the parties involved, as well as for the purpose of contributing to the prevention of problematic debt situations. BKR will provide this data to the affiliated organisations within the context of the aforementioned objectives, which may be in factual and statistically processed form.

Article 11 Rental Agreement

- 11.1. The Rental Agreement enters into force after the Customer and PCI have duly signed it. The term will be the fixed number of months stated in the Rental Agreement and will commence after the Products have been delivered or installed in proper condition and have been accepted by the Customer by signing an acceptance form.
- 11.2. Insofar as the Rental Agreement also includes Software, PCI shall grant the Customer the non-exclusive and non-transferable rights of use of that Software for the duration of this Rental Agreement. The (end user) licence conditions of the software supplier shall be deemed to have been accepted fully and unchanged when used by the Customer and/or User.
- 11.3. The Rental Agreement may only be transferred by the Customer with PCI's prior written consent. The Customer shall not be permitted to sell, pledge, transfer or otherwise dispose of or encumber rights and obligations arising from the Rental Agreement in whole or in part to Third Parties.
- 11.4. The Customer shall not sell, rent, move, pledge, dispose of, loan or otherwise make available to Third Parties the Products provided under the Rental, trial or loan agreement.
- 11.5. The Rental Agreement is entered into for a definite period. The Customer may not prematurely terminate the Rental Agreement.
- 11.6. During the term of the Rental Agreement and after termination thereof (until removal of the Products from the Customer's premises by or on behalf of PCI), the Customer shall, in order to protect PCI's property:
 - a) inform PCI immediately if the Products are damaged or do not function



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- properly. The Customer shall not repair Products or have them repaired or in part replaced by a person, firm or company other than PCI;
- b) allow PCI and any person, firm or company authorised by PCI to inspect and service the Products at the Customer's location during Business Hours;
 - c) keep the Products for PCI and inform PCI immediately as soon as the Customer loses actual control over them or as soon as it learns of any circumstance that could result in this. The Customer shall provide PCI with all information necessary to protect the interests of PCI;
 - d) not permit or tolerate persons other than the Customer, its employees or others who perform work on its behalf, to use the Products, unless prior permission in writing has been obtained from PCI;
 - e) keep the Products out of any fiscal and legal action and/or proceedings and as soon as the Products become involved to immediately inform all parties concerned about the Rental Agreement;
- 11.7 not move the Products from the location where the Products have been set up by or on behalf of PCI without PCI's consent.
- 11.8 PCI shall be entitled to implement all measures it deems necessary to protect its rights with respect to the Rental Agreement, the Products and/or Services. The costs of such measures shall be borne by the Customer, unless the reason for these measures is due to a circumstance that can solely be attributed to PCI. The Customer shall pay the costs for which it is liable to PCI upon first request.
- 11.9 During the term of the Rental Agreement, the Customer shall have the Products specified in the Rental Agreement maintained by PCI and/or third parties engaged by PCI in accordance with the relevant SLA.
- 11.10 At the end of the Rental Agreement, the Customer shall be obliged to make the Products available to PCI in good and complete condition at the location designated by PCI, at its own expense. The Customer shall be obliged to remove all its data from the Products. Except for normal wear and tear, the condition shall be as described in the acceptance document or in good condition.
- 11.11 Costs shall be charged for return transport. If not included in the Agreement, these costs shall be determined on the basis of the transport costs table per weight group used by PCI at that time. Unused Consumables shall remain the property of PCI and must be returned to PCI at the end of the term of this Rental Agreement.
- 11.12 If the Customer refuses to make the Products available to PCI at the end of the Rental Agreement in accordance with this article, the Customer shall immediately owe PCI a penalty of € 150 per Product per day, including part of a day, for every day that the Products are not returned, with a maximum equal to the new value of the Product.
- 13.3 The Customer shall be bound to (continue to) pay to PCI the claims payments from insurers relating to the Products, as well as any deductible withheld and rental instalments, including during the period that the Product is not available to the Customer. If necessary in the opinion of PCI, the Customer shall expressly confirm direct payment by the insurer to PCI or the Customer shall transfer any claims against the insurer to PCI.
- 13.4 Upon receipt of the sum paid by the insurer of the Customer and this sum represents the value of the lost or damaged Product, PCI will install or deliver a comparable replacement Product to Customer as soon as possible for the remainder of the rental period under the Rental Agreement.

Article 14 Liability

- 14.1 PCI's total liability pertaining to an attributable failure in the performance of an Agreement by PCI, an unlawful act or on any other legal basis whatsoever shall be (cumulatively) limited to compensation for direct damage up to the amount that is paid in the case in question under the liability insurance effected by PCI, plus the amount of the deductible that according to the policy conditions is not at the expense of the insurer. If, for whatever reason, no payment is made under this insurance, the total (cumulative) liability of PCI shall be limited to the amount of the invoice/invoices paid by the Customer for the specific Agreement (excluding VAT) over the period of up to one (1) year immediately prior to the event that caused the damage, with a maximum of € 10,000 (ten thousand euros).
- 14.2 PCI's liability for indirect damage, consequential damage, lost profits, lost savings, reduced goodwill, loss due to business interruption, damage due to mutilation or loss of data, damage related to the use of goods, materials or software of Third Parties prescribed to PCI by the Customer, damage related to the engagement of suppliers prescribed to PCI by the Customer for any reason whatsoever, shall be excluded.
- 14.3 PCI shall not be responsible for the proper and uninterrupted functioning of the telecommunications/data infrastructure and/or power supply. PCI shall not be liable for damage resulting from downtime and/or unavailability of the Services due to reasonably required maintenance to or in connection with the Services. Furthermore, PCI accepts no liability for damage as a result of editorial and/or content errors and/or omissions in the advice and/or Services provided by and/or on behalf of PCI. The provision of technical information, advice or instructions by PCI may never be considered as granting a guarantee or licence rights.
- 14.4 PCI shall not be responsible for any damage or loss of data arising from a hack, virus, malicious code, ransomware or digital hostage-taking.
- 14.5 The Customer shall be liable for any authorised/unauthorised use of the Services, including in particular the login data, by Third Parties.
- 14.6 The Customer shall indemnify PCI, including employees of PCI, against claims by Third Parties who, within the scope of the performance of the Agreement, suffer damage as a result of acts or omissions by the Customer or of unsafe situations in its organisation.
- 14.7 The Customer must ensure that all Products and Services it provides to PCI, for whatever reason, as well as Products offered for repair or installation, are adequately insured. PCI shall not be liable for the damage or destruction of Products of the Customer held in its possession. If for any reason whatsoever Products in PCI's possession are lost or damaged, the Customer shall bear the costs of re-acquisition, reinstallation, testing and/or setting up.
- 14.8 Any claim for damages by the Customer shall be made in writing within ten (10) Business Days after the date of the event giving rise to the claim. Claims that have not been submitted in writing within this period shall not be eligible for compensation, unless the Customer can sufficiently demonstrate that it could not reasonably have reported the damage earlier. All claims by the Customer shall lapse if they are not brought before the competent court within one (1) year after the Customer or the Third Party respectively became aware or could reasonably have become aware of the facts on which it bases its claim.
- 14.9 The Customer shall indemnify PCI against all claims, including those of Third Parties for whatever reason, in connection with or arising from use of the Products and/or Services (including liability for infringement of IPR, infringement of regulations concerning privacy, cross-border data traffic) and shall reimburse PCI for all costs, losses and fines arising from such claims. Furthermore, the Customer shall indemnify PCI against all claims and also those of Third Parties due to product liability as a result of a defect in a Product or system that was delivered by the Customer to a Third Party and that partly consisted of Products, Software or other materials delivered by PCI, except if and insofar as the Customer demonstrates that the damage was caused by those Products, Software or other materials.
- 14.10 PCI's liability is expressly excluded if any of the situations referred to in Article 16 or 17 of these General Terms and Conditions occur.

Article 12 Retention of title and security

- 12.1 PCI shall retain ownership of all Products and/or Services it delivers to the Customer until all its claims in this respect have been settled in full. To avoid any misunderstandings, this naturally shall not apply to Rental Agreements whereby ownership of all Products supplied by PCI to the Customer remains with PCI. The retention of title also serves as security for all PCI claims on the Customer due to failure to perform the Agreement(s).
- 12.2 The Customer shall keep products that are subject to the retention of title of PCI separate from other goods and identifiable and may not be (i) disposed of by the Customer except where this is customary in the normal course of business (in that case, the Customer shall be obliged to deliver the delivered Products to Third Parties subject to the retention of title of the Customer, but to the extent that this is customary in the normal course of business) and/or (ii) encumbered with out PCI's prior written consent. This is a non-transferable clause within the meaning of Section 3:83(2) of the Dutch Civil Code and this clause has effect under property law. This clause also precludes legally valid pledging of the underlying claim(s).
- 12.3 At PCI's first request, the Customer shall undertake to furnish security for the fulfilment of the Customer's obligations under the Agreement or the Rental Agreement in the form and to the extent required by PCI.
- 12.4 The Customer shall be obliged to adequately insure the Products for the duration of the retention of title. The Customer (or its representative) shall at all times grant free access to the location where the Customer has stored the Products. If the Customer fails to fulfil its payment obligations to PCI or if the latter has reason to believe that the former will fail to fulfil its payment obligations in whole or in part, the Customer shall, at the request of PCI, return to PCI those Products of which title has not yet been transferred, at its own expense, and the Customer shall provide PCI with all assistance to enable PCI to collect its Products that are the subject of retention of title.

Article 13 Insurance

- 13.1 In the case of a Rental Agreement, the Customer shall at all times be under the obligation to report loss or damage, however caused, relating to the Products to PCI in writing within twenty-four (24) hours, stating the cause.
- 13.2 Immediately upon commencement of the Rental Agreement, the Customer shall be obliged to effect and maintain adequate insurance to cover any risk of loss of and/or damage to the Products provided by PCI, all this at the new value with due regard for a regular depreciation scheme for the relevant Product. If required, the Customer shall allow PCI to inspect the policy.

Article 15 Warranty

- 15.1 PCI shall endeavour to correct any defects in material and workmanship in the Products, as well as in parts supplied by PCI under warranty or maintenance, within a reasonable time and free of charge if these are submitted in writing in detail to PCI within a period of three (3) months after Delivery, or if an Acceptance Test has been agreed upon three (3) months after Acceptance, and fall within the supplier's warranty period, unless otherwise agreed upon in writing. This warranty shall apply



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accordingly to defects caused by faulty installation or assembly by PCI. All replacement parts shall become the property of PCI.

- 15.2 If, in the reasonable opinion of PCI, repair is not possible, will take too long or involves disproportionately high costs, PCI shall be entitled to replace the Products free of charge with other, similar but not necessarily identical, Products. Data conversion that is necessary as a result of repair or replacement is not covered by the warranty.
- 15.3 The warranty referred to in the previous paragraph does not cover Errors and defects that are wholly or partially the result of:
- incorrect, negligent or incompetent use or failure to comply with operating and maintenance instructions;
 - use in a manner other than the intended normal use;
 - external causes such as fire or water damage;
 - assembly, installation or the undoing thereof by parties other than PCI;
 - use of materials or items that the Customer has provided to PCI for processing or that have been used at the request or instruction of the Customer;
 - application of a government regulation;
 - application of methods and constructions according to the Customer's instructions;
 - changes the Customer or Third Party makes or causes to make to Products supplied by PCI, which have not been authorised in writing by PCI;
 - normal wear and tear;
 - removal/movement or reinstallation of the Product without PCI's prior written consent;
 - network problems and/or modifications to the Customer's network configuration (for example: wrong IP address, defective cabling, routers, switches, etc.).
- 15.4 PCI shall not be liable for data loss and/or damage as a result of sending Products to the manufacturers or other Third Parties for repair under the warranty referred to in Article 15.1 and/or carrying out repairs on Products.
- 15.5 PCI will charge the Customer for work and repair costs outside the scope of this warranty in accordance with its usual rates.
- 15.6 In derogation from the provisions of the previous paragraphs of this Article 15, Products of a manufacturer or supplier other than PCI installed and implemented by PCI, shall be subject to the warranty conditions of the relevant manufacturer or supplier.

Article 16 Force majeure

- 16.1 PCI shall not be obliged to perform any obligation, expressly including any warranty obligation agreed upon between the Parties, if it is prevented from doing so due to force majeure. In addition to what is stated in the law and jurisprudence, force majeure shall be understood to mean any event or circumstance, whether or not foreseeable at the time of entering into the Agreement, which according to standards of reasonableness is beyond the control of PCI and as a result of which it cannot reasonably be expected to fulfil its obligations, such as, but not limited to:
- force majeure affecting PCI's suppliers;
 - defectiveness of goods, Products, Software or materials of Third Parties, the use of which has been stipulated by the Customer to PCI;
 - government measures;
 - electricity failure and failure of internet, computer network or telecommunication facilities;
 - transport problems;
 - the unavailability of one or more PCI employees;
 - inaccessibility, inability to deliver Services or Products or (temporary) unavailability of a Service or loss of data caused by ransomware, viruses, digital hostage-taking, a hack or any malicious code.
- 16.2 PCI shall inform the Customer of a situation of force majeure without delay.
- 16.3 If fulfilment of PCI's obligations is not possible due to force majeure and lasts longer than six (6) consecutive months, the Parties shall be entitled to terminate the Agreement after giving notice of default, without judicial intervention and by registered letter, without the Customer being entitled to any compensation. Unless the Customer is to be regarded as a consumer, no obligation for compensation arises for either Party as a result of termination.

Article 17 Term & termination

- 17.1 Fixed-term agreements shall be tacitly extended by twelve (12) months, unless terminated in writing by the Customer at least three (3) months before the end of the then current term of the Agreement. Termination of a master or framework agreement shall not lead to termination of any Agreement concluded hereunder. Each Agreement must be terminated separately.
- 17.2 The Customer may not prematurely terminate an Agreement entered into for a definite period. Section 7:408 paragraph 1 of the Dutch Civil Code is expressly excluded.
- 17.3 PCI may terminate an Agreement with the Customer in whole or in part without notice of default and without judicial intervention. Under no circumstances shall PCI be liable for any reimbursement of money received or for any compensation due to this

termination, without prejudice to PCI's rights, including the right to full compensation and/or any contractual penalties, if:

- the Customer fails to fulfil its obligations under the Agreement, or fails to do so on time or properly, and fails to remedy such failure within fourteen (14) days;
 - the Customer is granted or has applied for a moratorium on payments;
 - a petition is filed for the Customer's bankruptcy or the Customer has been declared bankrupt;
 - the Customer ceases, liquidates or otherwise terminates all or part of its business, or if PCI has serious doubts about the continuity of the Customer's business;
 - in the opinion of PCI, there is a drastic change in the direct/indirect (actual) control over a Customer or if the intention for such a drastic change exists, or a substantial part of the assets of (the company of) the Customer is transferred to Third Parties, or the intention for such a transfer exists;
 - if the Customer is a general partnership/public company or a limited partnership or partnership, upon leaving and/or joining of a partner and/or associate;
 - if the Customer and/or guarantor dies if the Customer and/or guarantor is a natural person, or is dissolved, liquidated, split up or merged if the Customer and/or guarantor is a legal person;
 - if one or more of the Customer's assets or the Products are attached and that may impede the performance of and compliance with the Agreement or the Customer otherwise loses the disposal of its assets;
 - a statement made by or on behalf of the Customer is contrary to the truth and/or conceals a circumstance that is important for PCI;
 - a security furnished to PCI is void or voidable, or if a security promised by the Customer has not been provided on time or has lapsed prematurely.
 - PCI becomes aware at any time that PCI is not permitted to have a business relationship with the Customer due to statutory regulations under the Anti-Money Laundering and Counter-Terrorist Financing Act (Wwft) and related laws and regulations.
 - any event, change or circumstance occurs or it is foreseeable that it may occur, which gives rise to a well-founded fear that the Customer will fail to comply with any obligation of any nature vis-à-vis PCI or that the amount the Customer owes PCI cannot be recovered or cannot be recovered in full from the proceeds of the Products, or when the Products have diminished in value or perished or are insufficiently insured in the opinion of PCI or if this is foreseeable in the opinion of PCI.
- 17.4 In the cases referred to in paragraph 3 of this article, the Customer shall immediately inform PCI and, pending PCI's instructions, implement appropriate measures to protect the interests of the latter. In the event of bankruptcy of the Customer, the right to use the rented Products and Software made available to the Customer shall lapse by operation of law.
- 17.5 If PCI terminates or dissolves the Agreement prematurely in all the cases referred to in Article 17 or if the Customer terminates or dissolves the Agreement prematurely, the Customer shall immediately owe PCI a claimable sum equal to the total of unpaid remaining claims and/or rental instalments and/or payments from the Agreement that the Customer would have been required to pay if the Agreement had remained in force, including the average consumables, which shall be calculated by taking the average monthly consumption over the last six months, if six months have not yet elapsed, plus all costs incurred by PCI in the implementation and reservation of its rights, including costs for removal, transport, repair of damage and/or overdue maintenance, as well as judicial and extrajudicial collection costs. Extrajudicial collection costs are set at 10% of the total amount of the unpaid instalments, with a minimum of €250.
- 17.6 Upon termination and/or dissolution of an Agreement, except in the case of purchase, the Customer shall no longer be authorised to use Products and/or Services and all rights of use under the Agreement shall lapse. PCI shall be entitled to recover from the Customer the Products it has delivered. In turn, the Customer hereby expressly authorises PCI to enter the Customer's business and storage premises for this purpose. PCI shall charge the costs incurred (including transport, deinstallation and depreciation costs) to the Customer. The Customer will take the Software out of service, return any manuals or other materials to PCI and provide PCI with a statement demonstrating that the Software has been taken out of service. To prevent any misunderstanding, the supplied Consumables shall remain the property of PCI and upon termination of the Agreement must be purchased or returned to PCI by the Customer.
- 17.7 Obligations, which by their nature, are intended to continue after termination or dissolution of an Agreement shall remain in force after termination.
- 17.8 If, upon termination or dissolution, the Customer has already received services in the performance of the Agreement to be dissolved, these services and related payment obligations shall not be subject to cancellation.

Article 18 Intellectual Property



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- 18.1 The Customer shall indemnify PCI against all third-party claims for whatever reason related to or arising from the use of licences, Services and/or Products (including liability for infringement of Intellectual Property Rights, invasion of privacy, cross-border data traffic) and shall reimburse PCI for all costs, damages and penalties arising from such claims, irrespective of whether the third party applies directly to PCI or the Customer and irrespective of whether it concerns an infringement of the use of licences purchased by the Customer from PCI.
- 18.2 All IPR on Products and/or Services, Software, websites, data files, Products or other materials such as analyses, designs, Documentation, reports, offers, as well as preparatory materials for these, developed or provided under the Agreement, shall belong exclusively to PCI, its licensors or its suppliers. The Customer only acquires rights of use in connection with the use of the Products, Software and/or Services during the term of the Agreement. Any other or further right of the Customer to reproduce Software, websites, data files or other materials is excluded. A right of use to which the Customer is entitled is non-exclusive and non-transferable to Third Parties, unless this has been expressly agreed in writing.
- 18.3 If the Parties agree that the IPR on Software, websites, data files, Products or other materials developed specifically for the Customer will pass to the Customer, this shall not affect PCI's right to apply and exploit the components, general principles, ideas, designs, Documentation, works, programming languages and such like that underlie the development for other purposes, either for itself or for Third Parties, without any restriction.
- 18.4 The Customer shall not be permitted to remove or change any indication concerning the confidential nature or regarding copyright, trademarks, trade names or other IPR from the Software, websites, databases, Products or materials.
- 18.5 On request, the Customer shall immediately render its full cooperation to an investigation by or on behalf of PCI into the Customer's compliance with the agreed restrictions on use. At PCI's first request, the Customer shall grant access to its premises and work environment. PCI will treat as confidential all business information that PCI obtains from or at the Customer as part of such an investigation, insofar as this information does not concern the use of the Software itself.
- 18.6 PCI shall be permitted to implement technical measures to protect the Software or with a view to agreed restrictions in the duration of the right to use the Software. The Customer shall not be permitted to remove or evade such technical measures.
- 18.7 Unless PCI makes a back-up copy of the Software available to the Customer or the relevant licence conditions prevent this, the Customer may make one back-up copy of the Software, which may only be used for protection against involuntary loss of possession or damage. The back-up copy shall only be installed after involuntary loss of possession or damage. A back-up copy must have the same labels and copyright indications as present on the original copy.
- 18.8 necessary for the performance of the agreed services.
- 20.3 The Parties shall impose the same duty of confidentiality in writing on their personnel and any Third Parties.
- 20.4 The Customer shall not be permitted to publish or otherwise disclose details of the Agreements and/or General Terms and Conditions or applicable conditions or other information relating to PCI in publications or advertisements without PCI's written consent.

Article 21 Non-competition clause

- 21.1 During the term of any Agreement and for a period of one (1) year after the end of the last Agreement, the Customer shall not, without PCI's prior written consent, employ or otherwise, directly or indirectly, cause to be employed any employee(s) of PCI who is/were involved in the performance of any Agreement. PCI may attach conditions to such consent. If the above non-competition clause is breached, the Customer shall owe PCI an immediately payable penalty of € 10,000 (ten thousand euros) without prejudice to PCI's other rights, including its right to claim full compensation and performance. Section 6:92 of the Dutch Civil Code, paragraphs 2 and 3, is expressly excluded.

Article 22 Miscellaneous

- 22.1 If PCI does not use a right or remedy that it is entitled to under the Agreement or the General Terms and Conditions for a certain period of time, this shall neither be regarded nor interpreted as a waiver of that right or remedy.
- 22.2 PCI shall have the right to transfer the Agreement and all rights and obligations arising therefrom to another company. The Customer shall grant permission for this in advance. The Customer shall not be entitled to make the Products available to Third Parties. The Customer may not transfer rights and obligations arising from an Agreement to Third Parties without PCI's written consent. This is a non-transferable clause within the meaning of Section 3:83(2) of the Dutch Civil Code and this clause has effect under property law. This clause also precludes legally valid pledging of the underlying claim(s) of the Customer.
- 22.3 PCI shall be entitled to use the services of suppliers and other Third Parties for the performance of an Agreement.
- 22.4 PCI reserves the right to (unilaterally) amend the SLA, General Terms and Conditions and Leaflets by notifying the Customer. Amendments to the SLA, General Terms and Conditions and Leaflet(s) shall take effect once PCI has complied with its obligation to notify the Customer.

Article 23 Applicable law and disputes

- 23.1 All legal Agreements and relationships to which PCI is a party shall be exclusively governed by Dutch law. Applicability of the Vienna Sales Convention is excluded. All disputes between the Parties arising from or otherwise related to any Agreement or these General Terms and Conditions, as well as the Leaflets shall be exclusively settled by a competent court in the Netherlands at the discretion of PCI.

Article 19 Privacy and use of Customer data

- 19.1 Unless otherwise stated in the Agreement, the Products and/or Services provided by PCI to the Customer shall not include the processing of personal data. PCI processes the Customer's data in accordance with its privacy statement, which is available on its website. Nevertheless, if and when necessary, PCI and the Customer will each ensure compliance with Privacy Regulations.
- 19.2 If test data and/or development data and/or production data contain Personal Data that is made accessible or available to PCI, the Customer shall declare that it has complied with the Privacy Regulations. The Customer shall indemnify PCI against all claims by Third Parties that are directly or indirectly related to making test data and/or development data and/or production data available.
- 19.3 The Customer acknowledges and agrees that PCI may collect information and data from use of the Products by the Customer. PCI shall be entitled to use such data, free of charge, at any time during the term of the Agreement and thereafter, at its sole discretion and for any purpose whatsoever, including but not limited to, merging or compiling data with other data, sharing data with other companies within the same group, creating IPR or derivative works or adapting or modifying data to provide, maintain and improve products and services, and to develop new products, features or services. PCI shall ensure that such use of data does not involve the use of data that identifies the Customer or any individual.
- 19.4 Irrespective of the nature of its services to the Customer, PCI shall accept no responsibility for the Customer's (legal) obligation to retain its data.
- 19.5 PCI shall not be responsible for any damage of the Customer or Third Parties that cannot be attributed to PCI and/or for a fine imposed by the Dutch Data Protection Authority.

Article 20 Confidentiality

- 20.1 Without prejudice to the powers granted to the Customer in the Agreement(s) and General Terms and Conditions and applicable Leaflet, the Parties shall keep Confidential Information confidential, irrespective of whether it has been communicated in writing, digitally or orally.
- 20.2 Except with the prior written consent of the other Party, each Party shall not make information and data carriers it has access to available to Third Parties and its personnel outside the scope of what is permitted under the Agreement and/or General Conditions and applicable Leaflet and insofar as this is permitted under the Agreement and/or General Terms and Conditions and applicable Leaflet and is