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GENERAL TERMS AND CONDITIONS OF SUPPLY

DATE
2023-06-28

LOCATION
Hengelo

VERSION
V2

01 | GENERAL PROVISIONS

1 Definitions

- 1.1 In these general terms and conditions the following concepts are taken to mean:
Client: A person who, or a company that, provides an assignment.
AlienTrick: AlienTrick Projects B.V.

2 Applicability of these terms and conditions

- 2.1 These terms and conditions apply to every offer and every agreement related to the delivery of goods and/or services, of whatsoever nature, between AlienTrick and a client regarding which AlienTrick has stated that these terms and conditions apply thereto, insofar as parties have not expressly derogated in writing from these terms and conditions.
- 2.2 The present terms and conditions also apply to all agreements with AlienTrick, for the performance of which third parties must be involved.
- 2.3 Any purchase or other terms and conditions of the client do not apply, unless these have been expressly accepted in writing by AlienTrick. All derogations from these terms and conditions must be agreed expressly in writing and will never apply to more than one transaction.
- 2.4 AlienTrick has at any time the right to amend these terms and conditions.

3 Offers

- 3.1 Every offer is without obligation and has a validity period of 30 days, unless another period for acceptance is expressly set out in the offer.
- 3.2 AlienTrick is at all times entitled to suspend or withdraw the offer. In the event of a combined quotation, there is no obligation for AlienTrick to deliver a part of the goods included in the offer in exchange for a corresponding part of the price stated, and this offer also does not apply to repeat orders or subsequent assignments.
- 3.3 AlienTrick is only bound by the offers if the acceptance thereof by the client is confirmed in writing by AlienTrick within 30 days unless a different term for acceptance is included in the quotation. The prices stated in the offer are excluding VAT, unless stated otherwise.
- 3.4 If the acceptance of the client - whether or not on minor points - deviates from the offer included in the quotation by AlienTrick, AlienTrick is not bound by this acceptance. The agreement will then not be concluded in accordance with the deviating acceptance, unless AlienTrick explicitly agrees in writing to the deviating acceptance.





- 3.5 AlienTrick is only obliged to carry out further assignments from the client during the implementation of the agreement if AlienTrick has accepted this assignment in writing and the client pays the amount due for this.

4 Prices and payment

- 4.1 All prices are in Euro, excluding turnover tax (VAT) and other levies imposed by authorities.
- 4.2 The rates can be increased at the time of the performance of the agreement, with the exception of a period of three months after the coming into effect of the agreement.
- 4.3 Down payments must only be made if this is determined in the confirmation of the assignment or the agreement.
- 4.4 The client must pay all (instalment) invoices from AlienTrick within 30 days after the invoice date.
- 4.5 Payment will take place without deduction, set-off, or suspension on whatsoever basis. Objections on the part of the client against the amount of the invoice do not suspend the payment obligations.
- 4.6 All payments made by the client will be settled with the oldest invoice that the client still has open with AlienTrick Project.
- 4.7 If the agreement is executed in phases, AlienTrick is entitled to invoice the Client for the work performed in the preceding period, whereby invoicing takes place monthly.
- 4.8 If the client remains in default of payment in conformity with the aforesaid, the client will owe the statutory interest over the invoice amount, commencing 30 days after the invoice date. If, after the end of 30 days after the due date, payment has still not taken place, the client will owe default interest over the owed principal sum to the amount of 3% per month.
- 4.9 After the end of 30 days after the due date, AlienTrick will be entitled to proceed with collection of the amount owed to it, provided that AlienTrick has given the client notice of default in writing. If AlienTrick proceeds with collection, the extrajudicial collection costs attached thereto will be at the client's expense. AlienTrick will be entitled to fix these costs at 15% of the overdue amount with a minimum of € 500.
- 4.10 If the creditworthiness of the client gives cause to do so, entirely at the discretion of AlienTrick, AlienTrick can also require further security, in the absence of which AlienTrick will be entitled to suspend the execution of the assignment or the performance of the agreement.
- 4.11 In the event that the client is in default, AlienTrick will have the right to suspend the performance of the agreement and the performance of other agreements, or to terminate any agreement with the client, which will be exclusively at the discretion of AlienTrick, without any obligation of compensation vis-à-vis the client.
- 4.12 A price increase will never be a ground for termination.
- 4.13 In the event of bankruptcy, suspension of payment or receivership, all claims of AlienTrick against the Client are immediately due and payable in full.

5 Delivery

- 5.1 Delivery takes place at the location of the client or at another address specified by the client.
- 5.2 The client will be obliged to take delivery of the purchased goods at the time at which these are delivered to the client, or at the time at which these are made available to the client in accordance with the agreement.



- 5.3 If the client refuses to take delivery, or is in omission with regard to the provision of information or instructions necessary for the delivery, the goods will be stored at the risk of the client. In that case the client will owe all additional costs, including in any event the storage costs.
- 5.4 The goods delivered to the client remain the property of AlienTrick until all amounts owed by the client on whatsoever basis have been paid in full.
- 5.5 The risk of loss, theft, or damage to goods, products, software, or data that are the subject of the agreement, will transfer to the client at the time at which these are actually brought under the power of disposition of the client or an auxiliary person of the client.

6 Delivery period

- 6.1 All delivery periods referred to by AlienTrick are indicative and recorded to the best of its knowledge. If exceeding of the period takes place, AlienTrick will inform the client of this as soon as possible. Early delivery is permitted at all times.
- 6.2 The delivery period stated by AlienTrick will only commence after all required data is in its possession.
- 6.3 If no delivery date has been agreed, AlienTrick will inform the client in a timely manner of the time at which the goods and services will be delivered.
- 6.4 The delivery periods, whether or not expressly set out, only apply as an estimate and never apply as final deadlines. Therefore, late delivery by AlienTrick can never be a valid reason for the client to terminate the agreement with AlienTrick, unless there is an expressly agreed delivery period and this period is exceeded by more than 60%. Even after the end of this extended period the client must first give AlienTrick notice of default, whereby a period of at least one month will be given to AlienTrick for performance, prior to being in default.

7 Partial deliveries

- 7.1 AlienTrick is permitted to partial delivery of the goods sold. This will not be the case if a partial delivery has no independent value. If the goods are delivered in parts, AlienTrick will be entitled to invoice for each part separately. Article 4 applies in full.

8 Cooperation provided by the client

- 8.1 If cooperation from the client is necessary for the performance of the agreement, the client will always in a timely manner provide AlienTrick with all useful and necessary data or information.
- 8.2 The client will be responsible for the use and the correct application in the client's organisation of the equipment, software and the services to be provided by AlienTrick, as well as for the administrative methods and calculation methods to be applied for the security of the data.
- 8.3 If it has been agreed that the client will make equipment, materials or data available on information carriers, these must meet the specifications necessary for the execution of the work.
- 8.4 If data necessary for the performance of the agreement is not, or not in a timely manner, or not in accordance with the arrangements made available to AlienTrick, or if the client in another manner does not fulfil the obligations, this can give cause for the suspension of the performance of the agreement and extra costs can be charged in accordance with the usual rates of AlienTrick.



- 8.5 The client guarantees the correctness and completeness of the measurements, requirements, specifications of the performance and other data on which the supplier bases its offer, as stated by it or on its behalf to the supplier.

9 Technical requirements

- 9.1 If the goods to be delivered in the Netherlands must be used outside the Netherlands, AlienTrick will not be responsible for the goods to be delivered meeting the technical requirements, standards and/or regulations that are imposed by the laws or provisions of the country where the goods must be used. This will not be the case if, at the concluding of the agreement, the use abroad has been reported subject to submitting all required data and specifications.
- 9.2 All other technical requirements set by the client for the goods to be delivered and which deviate from the normally applicable requirements must be expressly laid down in writing by the client at the concluding of the agreement.

10 Samples, designs and examples

- 10.1 If a design, sample, or example is demonstrated or provided by AlienTrick, it will be assumed that this is only demonstrated or provided for indicative purposes. The properties of the goods to be delivered can derogate from the sample, model, or example, unless it has been expressly agreed in writing that the delivery will be in conformity with the sample, model, or example demonstrated or provided.

11 Termination of the agreement

- 11.1 If the client, after having been given written notice of default, remains negligent in the fulfillment of its obligations towards AlienTrick for eight (8) days, AlienTrick has the right to terminate the agreement by operation of law without judicial intervention. The foregoing applies without prejudice to article 4 paragraph 6 of these terms and conditions.
- 11.2 If the client has failed to fulfill its obligations towards AlienTrick and AlienTrick proceeds to dissolution on the basis of Article 11.1, the client forfeits an immediately due and payable fine of fifteen (15) percent to AlienTrick, without notice of default or judicial intervention being required. of the agreed sum, without prejudice to the right of AlienTrick Projects to claim full compensation, including the costs referred to in Article paragraph 6 of these terms and conditions.
- 11.3 If the client withdraws the assignment within 30 days prior to the commencement of the work, AlienTrick will have the right to charge 30% of the contract price as cancellation charges.
- 11.4 Without prejudice to the provisions of this article, AlienTrick is authorized without notice of default or judicial intervention and without prejudice to other rights accruing to AlienTrick, to dissolve or suspend the agreement in whole or in part with immediate effect, if the client dies, applies for suspension of payment, is declared bankrupt. makes a declaration or if his bankruptcy is or has been applied for or has been pronounced. In these cases, all claims of AlienTrick against the client, regardless of which agreement they arise from, are immediately and fully due and payable without AlienTrick owing compensation and/or being bound by a guarantee. In all cases in which the client becomes aware of facts and/or circumstances that give him good grounds to fear that he will not (be able to) fulfill his obligations towards AlienTrick, he is obliged to inform AlienTrick immediately.



12 Force majeure

- 12.1 In the event that it appears that the performance by AlienTrick of an agreement will be onerous or impossible resulting from force majeure, AlienTrick will be entitled to terminate the agreement, insofar as this has not yet been performed, by means of a written declaration, stating to the client the circumstances that make further performance onerous or impossible.
- 12.2 Force majeure, within the meaning of these terms and conditions, is inter alia taken to mean and therefore not limited to:
- *War, riot, sabotage;*
 - *Fire, lightning strike, explosion, release of hazardous substances and/or gases;*
 - *Breakdown in the power supply of whatsoever nature related to the factory or the business;*
 - *Industrial action or interruption, boycott, factory/office sit-in, loss or lack of personnel;*
 - *Transport restrictions import and export prohibitions;*
 - *Whether or not attributable shortcomings on the part of third parties engaged by AlienTrick for the purpose of the performance of the agreement;*
 - *All hindrances cause by government measures;*
 - *Epidemics, Pandemics;*
 - *Theft, embezzlement of and damage to goods, even if this concerns goods entrusted to AlienTrick, from the warehouse, workshop, or other business sites of AlienTrick, or during transport;*
 - *The provisions in this subclause also apply if this concerns "third parties" engaged by AlienTrick.*
- 12.3 If a force majeure situation occurs, AlienTrick will not be obliged to pay compensation of any damage.
- 12.4 If delivery is not permanently impossible due to force majeure, but cannot take place within a period of three (3) months after the delivery date, both parties will be entitled terminate the agreement. This termination must take place in writing, without one party being liable for compensation vis-à-vis the other party. Such notification must take place within 1 week after the notification in subclause 1.
- 12.5 If, at the time of the commencement of force majeure, AlienTrick has already partially fulfilled or will be able to fulfill its obligations under the agreement, as well as if the fulfilled or to be fulfilled part has independent value, AlienTrick is entitled to part to be invoiced separately. The Client is then obliged to pay that invoice.

13 Liability

- 13.1 AlienTrick will perform the agreement, or the assignments provided to it, to the best of its knowledge and ability and in accordance with high standards. Nevertheless, no guarantees can be given with regard to the results of the actions of AlienTrick.
- 13.2 AlienTrick will be liable vis-à-vis the client for the damage resulting from the failure by AlienTrick to observe the requirements of high standards during the performance of the agreement.
- 13.3 The liability on the part of AlienTrick will under no circumstances be higher than the lowest of the following two amounts: €45,000, or the amount equal to the total stipulated price (excluding turnover tax) of the (partial) work assigned to AlienTrick and (partial) deliveries. In the event of continuing performance contracts, this price will be equal to the price of the work assigned during the period of 3 months prior to the termination.



- 13.4 AlienTrick is only liable for direct damage caused by an attributable shortcoming in the fulfillment of the agreement on the part of AlienTrick. Direct damage is exclusively understood to mean; material damage to property of the client, reasonable costs that the client had to incur to determine the liability of AlienTrick and the extent of that damage, reasonable costs that the client reasonably had to incur to prevent or limit the damage, but only insofar as the client can demonstrate that those costs have actually led to a limitation of the direct damage, reasonable costs within the meaning of Article 6:96 paragraph 2 sub c of the Dutch Civil Code. AlienTrick is never liable for indirect damage or consequential damage, which in any case includes loss of turnover and/or profit, missed savings, business interruption, damage due to delay, damage due to depreciation, loss of enjoyment, immaterial damage, damage in connection with costs for replacement transport or replacement equipment and cargo damage.
- 13.5 AlienTrick is not liable for damage, of any nature whatsoever, which has arisen because AlienTrick has acted on the basis of incorrect or incomplete information provided by the client.
- 13.6 AlienTrick is not liable for any loss of data or documents.
- 13.7 Faulty delivery will not constitute any ground for termination of the agreement, except in the event that the products show a material defect in their essential functioning and that are demonstrated to be irreparable within 6 months after delivery, which will be at the discretion of AlienTrick.
- 13.8 AlienTrick does not accept liability if the client uses the products contrary to the instructions for use and safety regulations provided by AlienTrick, or otherwise makes a mistake during the use thereof and/or if the client, without permission in writing from AlienTrick, either makes changes in or repairs of the delivered products, or returns these to AlienTrick, or has at its disposal in another manner.
- 13.9 AlienTrick will not be liable for the accuracy or completeness of information or advice, which is provided prior to the agreement coming into effect. AlienTrick will also not be liable for damage if the client has failed in the client's responsibilities, or if the client provides inaccurate, defective or incomplete information or materials.
- 13.10 The Client must report damage for which he/she believes that AlienTrick can be held liable as soon as possible but no later than 7 days after becoming aware of that damage to AlienTrick in writing. If the client does not report the damage within the aforementioned period, any right to compensation will lapse.
- 13.11 The client will indemnify AlienTrick in the event of claims by third parties. The client will never make claims against members of staff of AlienTrick or third parties engaged by AlienTrick.
- 13.12 The exceptions for liability included in this article do not apply if the damage was caused by intent, deliberate recklessness or fault on the part of AlienTrick.

14 Security, privacy and retention periods

- 14.1 AlienTrick fulfils the obligations vested in it as the processor on the basis of legislation concerning the processing of personal data. AlienTrick will ensure suitable technical and organisational measures to secure the (personal) data against loss or any form of unlawful processing.
- 14.2 The client guarantees that all statutory regulations concerning the processing of personal data, including the regulations acquired by or pursuant to the Personal Data Protection Act, are complied with. The client will promptly provide AlienTrick in writing with all information requested related to this.



- 14.3 The client indemnifies AlienTrick against all claims by third parties, which might be instituted vis-à-vis AlienTrick due to a breach of the Personal Data Protection Act and/or other legislation concerning the processing of personal data, which breach cannot be attributed to AlienTrick.
- 14.4 The client indemnifies AlienTrick against all claims by third parties, including government agencies, which might be instituted vis-à-vis AlienTrick due to a breach of legislation concerning the statutory retention periods.

15 Retention of title

- 15.1 AlienTrick retains the right of ownership of all goods delivered by it to the client, until the purchase price of these goods has been paid in full. If AlienTrick, in the context of the performance of agreements for the benefit of the client executes work to be claimed by the client, the aforesaid retention of title will apply until the client has also paid in full all claims related thereto. The retention of title also applies to the claims that AlienTrick might acquire vis-à-vis the client due to the failure in one or more of the client's obligations vis-à-vis AlienTrick.
- 15.2 If the ownership of the delivered item has not been transferred to the client, the client is not permitted to pledge this item or to grant any other right thereto to a third party and the client will be obliged to report to AlienTrick any event that harms, or can harm, AlienTrick in its interest as the owner of the item.
- 15.3 AlienTrick is not obliged to provide any indemnity whatsoever to the client for the client's liability as the holder of the item. On the other hand, the client indemnifies AlienTrick against claims that a third party can enforce vis-à-vis AlienTrick related to the retention of title.
- 15.4 If the client fails in the fulfilment of obligations, or if AlienTrick has good grounds to fear that the client will fail therein, AlienTrick will be entitled to take back the goods delivered subject to retention of title. After taking back the goods, the client will be credited for the market value, which will under no circumstances be higher than the original purchase price, minus the costs incurred for the taking back and minus the amount further owed by the client concerning the non-fulfilment of the client's obligations vis-à-vis AlienTrick.
- 15.5 AlienTrick can exercise the right of retention on everything that it holds for or on behalf of the client, as long as the client has not paid AlienTrick in full for the goods or services delivered by AlienTrick, including any damage, interest and costs, which the client owes or will owe vis-à-vis AlienTrick pursuant to the agreement or these general terms and conditions of supply.

16 Time limit and lapse

- 16.1 At the risk of forfeiting its rights of claim, the client must inform AlienTrick within a short period (not exceeding 7 days) after the discovery of a defect or breach of contract.
- 16.2 At the risk of forfeiting its right of claim, the client must make any claim vis-à-vis AlienTrick pending in legal proceedings within one year after informing AlienTrick in conformity with 16.1.

17 Disputes

- 17.1 All disputes will be settled exclusively by the competent court in the Netherlands, even if the client is established abroad or if the work and/or deliveries of or by AlienTrick are wholly or partly carried out abroad. All disputes arising from the agreement will be submitted exclusively to the



Court of Overijssel, location Almelo, without prejudice to the right of AlienTrick to have a dispute with a foreign client settled by the competent foreign court.

- 17.2 The agreements between AlienTrick and the client are governed by the law of the Netherlands.

18 Intellectual or industrial property rights

- 18.1 All intellectual and industrial property rights to the software, websites, data files, equipment or other materials such as analyses, designs, documentation, reports, offers, as well as preparatory material thereof, developed or made available pursuant to the agreement, are exclusively vested in AlienTrick, its licensors or its suppliers. The client exclusively acquires the rights of use that are expressly granted by these terms and conditions and the law. Every other or further-reaching right of the client to reproduction of software, websites, data files or other material is excluded. A right of use accruing to the client is non-exclusive and non-transferable to third parties.
- 18.2 If, in derogation from article 18.1, AlienTrick is prepared to undertake to transfer an intellectual or industrial property right, such an obligation can only be entered into expressly in writing. If parties have expressly agreed in writing that the intellectual or industrial property rights with regard to software, websites, data files, equipment or other materials specifically developed for the client, will transfer to the client, this will not affect the entitlement of AlienTrick to modify and exploit the parts, general principles, ideas, designs, documentation, works, programming language and suchlike that form the basis of this development, without any restriction for other purposes, either for itself or for third parties. Any transfer of intellectual or industrial property rights also will not affect the right of AlienTrick to undertake developments for itself or third parties that are similar to those that have been or will be made for the benefit of the client.
- 18.3 The client is not permitted to remove or change any specifications concerning the confidential nature, or concerning copyright, trademarks, trade names, or other intellectual or industrial property rights from the software, websites, data files, equipment or materials.
- 18.4 AlienTrick is permitted to take technical measures for the protection of the software or for the purpose of the agreed restrictions of the duration of the right of use of the software. The client is not permitted to remove or circumvent such technical measures. If security measures result in that the client cannot make a backup copy of the software, AlienTrick will, if requested, make a backup copy available to the client.
- 18.5 Unless AlienTrick has made a backup copy of the software available to the client, the client will be permitted to make one backup copy of the software, which can solely be used for protection against involuntary loss of possession or damage. The installation of the backup copy will only take place after involuntary loss of possession or damage. A backup copy must always be provided with the same labels and specifications of copyright as are present on the original copy (see article 18.3).
- 18.6 With due regard to the other provisions of these general terms and conditions, the client will be entitled to improve the errors in the software made available to the client, if this is necessary for the intended use of the software. When 'errors' are mentioned in these general terms and conditions, this is taken to mean the substantial failure to meet the functional or technical specifications expressly made apparent in writing by AlienTrick and, in the event of customised software and websites, in accordance with the functional or technical specifications expressly agreed in writing between parties. There can only be an error if the client can demonstrate this error and if the error is reproducible. The client will be obliged to promptly report errors to AlienTrick.



- 18.7 AlienTrick indemnifies the client against any legal action brought by a third party based on the allegation that the software, websites, data files, equipment, or other materials developed by AlienTrick itself, infringe an intellectual or industrial property right applicable in the Netherlands, subject to the condition that the client informs AlienTrick promptly and in writing of the existence and the contents of the legal action and leaves the handling of the case, including any settlement, entirely to AlienTrick. The client will for this purpose provide AlienTrick with the necessary powers of attorney, information and cooperation, for AlienTrick to defend itself against these legal actions, if necessary in the name of the client. This obligation of indemnity will lapse if the alleged infringement is related to (i) the use, processing, modification or incorporation of materials made available by the client to AlienTrick, or (ii) changes made by the client, or changes which the client has made, or let third parties make, in the software, websites, data files, equipment, or other materials. If it is irrevocably established in legal proceedings that the software, websites, data files, equipment, or other materials developed by AlienTrick itself, infringe any intellectual or industrial property right owned by a third party, or if in the opinion of AlienTrick there is a good chance that such infringement occurs, AlienTrick will, if possible, ensure that the client can continue to use the delivered, or functionally equivalent other software, websites, data files, or the other material concerned, without disruption, for example by modification of the parts that cause the infringement, or by acquiring a right of use for the benefit of the client. If, at the sole discretion of AlienTrick, AlienTrick cannot ensure, or can only ensure in a (financial) manner that is unreasonably onerous for AlienTrick, that the client can continue to use the delivery without disruption, AlienTrick will take back the delivery in exchange for crediting the acquisition costs after deduction of a reasonable usage fee. AlienTrick will not make this choice in this context until after consultation with the client. Any other or further-reaching liability or an obligation to indemnify on the part of AlienTrick due to infringement of intellectual or industrial property rights of a third party, is entirely excluded, including liability or an obligation to indemnify on the part of AlienTrick for infringements caused by the use of the delivered software, websites, data files, equipment and/or materials (i) in a form that has not been modified by AlienTrick (ii) related to goods or software not delivered or provided by AlienTrick, or (iii) in a manner other than for which the equipment, software, websites, data files, and/or other materials are developed or intended.
- 18.8 The client guarantees that no third party rights object to the making available to AlienTrick of equipment, software, materials intended for websites (visual material, text, music, domain names, logos, etc.), data files or other materials, including design material, with the objective of use, processing, installation or incorporation (for example in a website). The client will indemnify AlienTrick against any actions by third parties that are based on the allegation that such making available, use, processing, installation or incorporation infringes any third party rights.
- 18.9 The client indemnifies AlienTrick against all claims, costs and damage that could arise from the fact that the client does not own the (full) rights and/or permissions with regard to the supplied material/information. The client shall provide AlienTrick with all necessary information upon request.
- 18.10 The client guarantees AlienTrick the correctness and completeness of the data to be provided by it to AlienTrick in the context of the assignment, including any (catalogue) numbers and/or codes and any obligations regarding personality rights.
- 18.11 The Client guarantees to AlienTrick that it will not remove or otherwise make illegible the (warning) texts, codes or markings applied by AlienTrick in accordance with any regulation.



19 Copyright and Credits

- 19.1 The client provides AlienTrick with the unconditional and irrevocable right to show the pictorial trademark used by AlienTrick and any homepage link attached thereto, on the presentations or internet/intranet websites developed by AlienTrick. On the understanding that the presentation or internet/intranet website produced for the client will not be affected.
- 19.2 An escrow agreement can be concluded upon request.

02 | PROVISION OF SERVICE

The following provisions - without prejudice to all previous provisions under '01 | general provisions' - also apply if AlienTrick provides services such as management consultancy, automation recommendations, feasibility studies, consultancy, selection of equipment, system analysis and assistance during the development of solutions and training.

20 Execution

- 20.1 AlienTrick will perform services with care and in accordance with the requirements of good workmanship. In the context of services to be provided by AlienTrick, AlienTrick is therefore subject to a best efforts obligation and expressly no result obligation, unless explicitly agreed otherwise in writing between the parties.
- 20.2 If it has been agreed that the provision of service will take place in phases, AlienTrick can suspend the commencement of the services forming part of a next phase until the client has approved the results of the prior phase in writing.
- 20.3 If an agreement for provision of service is entered into for the purpose of execution by a specific person, AlienTrick will always be entitled, after consultation with the client, to replace this person by one or more other persons with the same qualifications.

21 Changes and contract extras

- 21.1 AlienTrick will inform the client as soon as possible if a change, or addition, further to be agreed between parties related to the arranged services, will have an impact of the time of the completion of the provision of service.
- 21.2 If a fixed price has been agreed for the provision of service, AlienTrick will inform the client in advance if the change or addition, further to be agreed related to the arranged services, will result in exceeding of the agreed price.



03 | DEVELOPMENT OF SOFTWARE, INTERNET/INTRANET WEBSITES AND PRESENTATIONS

The following provisions - without prejudice to all previous provisions under '01 | general provisions' - also apply if AlienTrick designs and/or develops software, internet/intranet sites or presentations for the client. The term software is understood to mean the computer programs recorded on computer-readable material and any associated documentation.

22 The development of software, internet/intranet websites and presentations

- 22.1 Parties will specify in writing which software, internet/intranet websites or presentations will be developed and in which manner this will take place. AlienTrick will execute the development with due care on the basis of the data provided by the client, the accuracy and completeness of which are guaranteed by the client.
- 22.2 If the client provides image or sound material for processing in a product to be effected by AlienTrick, the client will ensure that all required permissions and copyright provisions concerning the materials provided will be arranged and observed. The client expressly indemnifies AlienTrick against all claims, including in any event infringement of copyright, trademark right, or other property rights or rights of use, such as for example from the Bureau of Musical Copyright (Dutch BUMA) and Mechanical Copyright Organisation (Dutch STEMRA).
- 22.3 If it has been agreed that the development of the software, internet/intranet websites or presentations will take place in phases, AlienTrick can postpone the commencement of the developments that form part of a next phase, until the client has approved the results of the phase preceding thereto in writing.
- 22.4 The client can use, without any restrictions, the software, websites or presentations delivered by AlienTrick exclusively in the client's own business or organisation, unless agreed otherwise in writing.
- 22.5 Without permission in writing from AlienTrick the client will not be permitted to sell or place at the service of others than the client personally, or third parties, the software, websites or presentations delivered by AlienTrick. In the event of breach of the provisions set out here, the client will incur, without the requirement of intervention of the civil court, an immediately due and payable financial penalty of one thousand times the sale price of the software, internet/intranet websites or presentations concerned. The above will not affect the right of AlienTrick to compensation of all costs, damage and interest, as a result of the breach by the client of the provisions of this article.
- 22.6 If it has been established in law that AlienTrick is obliged to make the source code and/or technical documentation available to the client, AlienTrick can require a reasonable payment for this.

23 Changes and contract extras

- 23.1 AlienTrick will inform the client as soon as possible if a change or addition, further to be agreed between parties related to the arranged work, will have an impact on the time of the completion of the work.
- 23.2 If a fixed price has been agreed for the development of the software, internet/intranet website or presentation, AlienTrick will inform the client in advance if the other change or addition, further to be agreed related to the arranged work, will result in exceeding of the agreed price.





24 Delivery and acceptance

- 24.1 AlienTrick will deliver the software, internet/intranet websites and presentations, to be developed, to the client in conformity with the specifications ready for use.
- 24.2 The software, internet/intranet websites and presentations will be deemed to be accepted after ready for use delivery. If an acceptance test has been agreed, the software, internet/intranet websites and presentations will be deemed to be accepted if the client has not, within 14 days after the ready for use delivery, informed AlienTrick of the defects in a written and detailed acceptance report.
- 24.3 If the software, internet/intranet websites or presentations do not meet the specifications recorded in writing, AlienTrick will repair the defects within a reasonable period, provided that these were reported in a timely manner. The repair will take place free of charge if the software, internet/intranet website or presentation has been developed for a fixed price.
- 24.4 The right of use is not transferable. The client is not permitted to sell, to lease, to sub-licence, to dispose of, or to grant restricted rights to the software and the carriers on which this is recorded, or in any manner whatsoever or for any purpose whatsoever make the software available to a third party, to give access to the software to a third party whether or not by remote access, or to place the software with a third party for hosting, even if the third party concerned exclusively uses the software for the benefit of the client. The client will not use the software in the context of the processing of data for the benefit of third parties (timesharing). The source code of the software and the technical documentation generated during the development of the software will never be made available to the Client, even if the client is prepared to make a financial payment for this. The client acknowledges that the source code is of a confidential nature and contains trade secrets of AlienTrick.
- 24.5 The client will promptly after the end of the right of use of the software return all copies of the software in the client's possession to AlienTrick. If parties have agreed that at the end of the right of use the client will destroy the copies concerned, the client will promptly report such destruction in writing to AlienTrick.
- 24.6 AlienTrick will deliver the software on the agreed type and format of information carriers to the client and, if it has been agreed in writing that AlienTrick will execute the installation, AlienTrick will install, organise, parametrise, tune and, if necessary, adjust the equipment and operating environment used thereby, at the client. Unless expressly agreed otherwise, AlienTrick will not be obliged to execute data conversion or to fill one or more databases.

25 Warranty

- 25.1 During a period of three months after acceptance, AlienTrick will repair any defects to the best of its ability, if the software, internet/intranet site or presentation do not meet the written specifications.
- 25.2 AlienTrick does not guarantee that the software, internet/intranet website or presentation will function without interruptions or defects, or that all defects will be improved.
- 25.3 The repair will be executed free of charge exclusively if the software, internet/intranet website or presentation has been developed for a fixed price, unless there are usage errors of the client or other causes, which cannot be attributed to AlienTrick, or if the defects could have been recorded during the conducting of the acceptance test, if this was agreed between parties.
- 25.4 Recovery of any lost data is not covered by the warranty.



25.5 This warranty also does not apply if the software, internet/intranet website or presentation is changed by others than AlienTrick.