

General Terms & Conditions of Delivery for Betase B.V.

Established in Barchem, the Netherlands, registered with the Chamber of Commerce under number 17147155

Applicability

1. These terms and conditions **apply** to all offers, agreements, orders, deliveries, products and services of any nature between Betase B.V. and the client, and to the subcontracting of work to third parties by Betase B.V.
2. These terms and conditions **prevail** over any general and special terms and conditions of the client. Applicability of any general and special terms and conditions of the client is expressly rejected.
3. These terms and conditions will be **interpreted** according to the letter of the law. Should one or more items in this agreement not apply according to the law, then the other items will still fully apply as they are.
4. In the event of any discrepancy between the Dutch and English versions of these terms and conditions, the **Dutch version** shall prevail.

Offers and quotations

5. For each order, Betase B.V. will make a **verbal or written quotation**, in which the price for the work to be provided is estimated, the purpose and the activities will be described, and a delivery time is indicated. The price here can be a fixed price or an hourly rate with an estimated number of hours. When certain costs are incalculable when the estimation is made, then these will be included provisionally. This debit item will then be established through subsequent costing.
6. All offers made by Betase B.V. are free of engagement and valid for one month. The **prices** stated in Betase B.V. agreements apply at the time of the offer. These prices are exclusive of sales tax (VAT) and other possible levies imposed by the government.
7. **Costs for sizeable offers** may be charged if Betase B.V. has notified the client thereof in advance. In such case, proposals such as draft texts mentioned in the offer may be used by the client, but only for the purpose described in the offer.
8. No costs are charged for an **exploratory conversation** between Betase B.V. and the client. If an exploratory conversation proceeds into a discussion of progress (and possible solutions are immediately discussed or proposed activities are already materialised), then costs may be charged. The client will be informed about such procession.
9. Unless explicitly otherwise agreed, **not included in the order** are investigating the existence of any brand rights, drawing or model protection, patents, copyrights and portrait rights of third parties. The same applies to an investigation into the possibility of such forms of protection for the client.

Implementation of the order

10. Betase B.V. **will start implementing** the order after the client has agreed with the contents of the offer (agreement) verbally or in writing (including e-mail).
11. Betase B.V. will make an effort to **deliver good work** to its best insight and abilities, according to the current professional standards and according to the order.
12. Insofar as Betase B.V. deems it to be necessary or desirable within the boundaries of the order, Betase B.V. always has the right to use **services of third parties** when implementing orders.
13. The client will always and timely provide relevant materials, data and information, and **cooperate** with Betase B.V. so that the latter will be able to properly implement the order. In the case that Betase B.V. is forced to perform more or other activities due to untimely delivery or failure to provide such materials, data or information, then such activities will be charged for separately. The client will guarantee accuracy and completeness and **indemnifies** Betase B.V. against claims including claims with respect to copyrights regarding materials, data and information provided by the client, which are used in the implementation of the order.
14. Betase B.V. will observe the agreed **term of delivery** as much as possible. Exceeding the term of delivery in itself will not cause Betase B.V. to be in default. In case there is a threat of exceeding the term of delivery, then Betase B.V. will notify the client thereof as soon as possible.
15. Betase B.V. and the client will cooperate in realising an **amendment** of the agreement if it becomes apparent during the implementation that an amendment or an addition is needed for a proper implementation of the order. The additional costs connected to such amendment or addition will be at the client's account.
16. If a given order is **suspended or withdrawn** by the client, then Betase B.V. will not be compelled to deliver uncompleted texts, works or services. Betase B.V. is however entitled to payment for the work already done as well as a compensation for damages for the not implemented part of the order. In this case, Betase B.V. shall not be liable for any damage caused by not delivering the uncompleted texts, works or services.

17. In the case of **force majeure**, Betase B.V. may suspend the obligations from the agreement for the duration of the situation caused by force majeure without being compelled to pay damages to the client. All such circumstances are regarded as force majeure, which are of such nature that fulfilment of the agreement cannot reasonably be demanded from Betase B.V., including illness of Betase B.V.'s employee(s).
18. In the case of independent circumstances or certain actions on the client's side, due to which further fulfilment of the agreement cannot reasonably be demanded from Betase B.V., then Betase B.V. has the right to **resign from the order**. In such case, Betase B.V. is entitled to remuneration for the work done so far and reimbursement of the costs made so far. In such case, Betase B.V. is obligated to put the results achieved at the client's disposal without being held to any damages or guarantee.
19. If Betase B.V. has agreed a fixed price or a fixed hourly rate for the order with the client, then Betase B.V. nevertheless has the right to **adjust this price** or this **hourly rate**. This may occur, for example, if rate-determining factors such as wages and/or prices have been changed between the moment of offering and ending of the implementation, or in the case of orders that cover a prolonged period of time (several years). Betase B.V. will notify the client of such intention to adjust the price or the hourly rate stating the date on which the increase will commence.

Delivery and complaints

20. If the delivery contains a text, then a **single and simple review** of the draft text after consultation with the client will be included in the price. A simple review is also included in the price in the case of other deliveries than a text, unless explicitly otherwise agreed. A major review, multiple reviews or changes to the original order are not included in the agreed price and will be charged separately, unless otherwise agreed in advance.
21. The client should examine a delivered text, work or service as an **expert to its contents** (or have this done) upon delivery - or as soon thereafter as possible. At this, the client should check whether the correct product is delivered and whether the deliverable meets the agreed quality requirements.
22. Betase B.V. must be notified of any **complaints** within 14 days after delivery. After expiration of this period, the client will have accepted the delivered texts, works, products or services automatically. If Betase B.V. deems a complaint to be legitimate, then it will give the client the choice between replacement work or completion of the shortcoming observed. The scope of such replacement or completion should be proportional to the grounds of the complaint and will be determined between the client and Betase B.V.
23. In the case of a product to be produced in series, once publication has taken place, the client will send at least 1 (one) sample of the multiplied product (**author's copy**) to Betase B.V. free of charge.

Payment

24. Betase B.V. will invoice the client after delivery of the texts, works, products or services. **Payment** thereof must be done within 14 days after the invoice date.
25. In the case of orders that will take **more than one month**, Betase B.V. has the right to send an invoice at the end of each month. In the case of labour-intensive orders, Betase B.V. also has the right to send interim invoices. For orders stretching over multiple months, for which no total price has been agreed, monthly invoices will be sent afterwards based on the realised number of hours times the hourly rate.
26. In the case of **exceeding** the term of payment, the claim will be burdened by the legal interest to be calculated from 14 days after the invoice date until the date of payment. All collection costs made by Betase B.V., including those regarding any legal advice, are on the client's account.

Property rights

27. The **copyright** as well as all other intellectual or industrial property rights on the deliverable rest with Betase B.V. Upon delivery, the client will only obtain the rights of use once-only and only for the agreed use, unless otherwise agreed in writing.
28. As long as the order is not **completed** satisfactory and/or not fully paid, all rights remain with Betase B.V.
29. The client is not allowed to make **substantial changes** to a Betase B.V. production (or have this done), unless otherwise agreed in writing. In the case of a substantial change of the deliverable, which is not approved by Betase B.V., Betase B.V. may prohibit the use of its contribution pursuant to the Dutch Copyright Act. In such case, the client is compelled to pay for the work done so far. If this situation would result in the agreement being terminated prematurely, then the client is compelled to pay damages for the uncompleted part of the order.
30. Betase B.V. always has the right to **state its name (or have this done)** in the colophon of a publication, presentation, animation, web page, model, manual or brochure. If Betase B.V. deems this necessary, the client will provide the work to be multiplied and/or publicised with the © symbol together with the name 'Betase' or 'Betase B.V.' as well as the year of first publication.

31. Betase B.V. has the right to use the deliverable for its **own publicity or promotion**, unless otherwise agreed in writing.
32. The client must pay to Betase B.V. a reasonable fee for **ideas, tips, solutions and advice** from Betase B.V. that are used by the client for the realisation of a product, process or service. The starting point for the determination of the fee is the practical value of the realised product, process or service as a result of the idea, tip, solution and/or advice.

Liability

33. Betase B.V. can never be held **liable** for errors in the text, works or services. The client should always perform the final check and will accept any liability resulting from the delivered text, works or services. The client indemnifies Betase B.V. against any liability based on current or future legislation as regards inaccuracies.
34. If Betase B.V. is liable for any damage whatsoever, then said liability shall be limited to the invoice **amount** for the agreement, at least to that part of the amount to which the liability is related, with a maximum of € 2000 (two thousand Euros). In case of a long-term agreement the liability is limited to the last three months of the agreement. The liability shall at all times be limited to a maximum equalling the amount of the eventual payment to be made by Betase B.V.'s insurer in the occurring event.
35. Betase B.V. shall only be liable for **direct damages** as a result of intent, gross culpability or serious negligence on Betase B.V.'s side. Direct damage is exclusively limited to reasonable costs made by the client to repair or neutralise the shortcoming of Betase B.V., in a way that the output of Betase B.V. shall match the agreement, as well as reasonable costs to prevent or limit said damages, and reasonable costs to determine the cause and magnitude of the damage. Any liability of Betase B.V. for **indirect damages** is explicitly precluded. Indirect damages include, among other things: consequential damages, loss of profit, missed savings and damage due to business stagnation.
36. **Shipment**, transportation and transfer of goods and services, including products, equipment, information carriers and texts, including digital sending, is always at the client's risk.

Confidentiality

37. Client and Betase B.V. are compelled to **confidentiality** as regards those data that they receive within the framework of the order, unless a legal provision or judicial ruling compels parties to lift this confidentiality. Information is considered confidential if this is mentioned by one of the parties, or if this results from the nature of the information.
38. Betase B.V. will also impose this obligation of confidentiality onto **third parties** that it deploys for the works.

Applicable law and disputes

39. The **Law of the Netherlands** applies to all agreements with Betase B.V. and to the implementation thereof.
40. All **disputes** arising from agreements with Betase B.V. will be submitted to the competent judicial court in the Netherlands. There will only be a dispute when one of the parties has made this apparent to the counterparty in writing.

Barchem, 23 August 2011