

General terms and conditions Hexon B.V.

Below please find the General Terms and Conditions of Hexon B.V.. The General Terms and Conditions are divided into three chapters. Chapter 1 contains the General Provisions that always apply to the Agreement you conclude with Hexon B.V. Chapter 2 is additionally applicable to the development, the use and the maintenance of Software and chapter 3 is additionally applicable to the subscription of the service DV.

Chapter 1: General Provisions

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Article 1 - Definitions

In these General Terms and Conditions, the following definitions shall apply:

Supplementary Conditions: The Supplementary Conditions regarding development, use and maintenance of Software (Chapter 2) as well as the Supplementary Conditions regarding the purchase of 'DV' (Chapter 3)

Purchaser: The purchaser of a subscription, products and/or services of Hexon.

General Terms and Conditions: These General Terms and Conditions that are applicable to the Agreement, as well as the Supplementary Conditions that have been declared applicable in the Agreement.

Hexon: Hexon B.V., with its registered office at: Jonkerbosplein 52 in (6534 AB) Nijmegen (The Netherlands), registered in the trade register of the Chamber of Commerce for Centraal Gelderland under number 08086952.

Intellectual Property Rights: all intellectual property rights, including all copyrights and database rights, all rights and entitlements ensuing from these rights, to all Software, made available to the Purchaser by Hexon or developed by Hexon in the context of the Agreement, including the content, such as source codes and the design and all future results arising from this software.

Agreement: Each Agreement between Hexon and the purchaser, on the basis of which Hexon makes products and/or services available to the Purchaser.

In writing: In writing shall mean: transmission by mail or email.

Software: Computer programmes in the broadest sense of the word, which shall be understood to include websites, CMS, DV and (tailor-made) applications and other software and documentation, which may be made available both online and offline.

Article 2 - Applicability of conditions

1. These General Terms and Conditions shall apply to all offers, legal relationships and Agreements on the basis of which Hexon delivers products and/or services, of any nature whatsoever, to the Purchaser.
2. The applicability of general or specific terms and conditions, implemented by the Purchaser, is herewith explicitly excluded by Hexon, unless Hexon explicitly declared in writing that the aforementioned conditions are applicable to any specific transaction. Acceptance in this way of the applicability of such conditions shall in no case imply that these conditions also apply (will also be applicable) to other transactions between the Purchaser and Hexon.
3. Nullity or nullification of these General Terms and Conditions shall not detract from the applicability of the other provisions of these General Terms and Conditions. Hexon and the Purchaser shall enter into consultation to replace void or nullified provisions of these General Terms and Conditions by provisions, which, insofar as possible, tie in with the intention and purport of the void or nullified provisions.
4. In case of a conflict between the provisions of the Agreement and these General Terms and Conditions, the provisions of the Agreement shall prevail.

Article 3 - Offers

1. All offers from Hexon will be submitted on a noncommittal basis and may be revoked, withdrawn or modified by Hexon within 5 calendar days after Hexon has been notified of the acceptance of its offer. Any errors or omissions occurring in an offer or in any advice of Hexon, provided in the context of an offer and in (general) information that is not exclusively addressed to the Purchaser, will not be binding upon Hexon.
2. The Purchaser shall be responsible for the accuracy and the completeness of the information, provided to Hexon by or on behalf of the Purchaser and on which Hexon bases its offer.
3. If Hexon made an offer, an Agreement between Hexon and the Purchaser shall be established by the unconditional acceptance of Hexon's offer by the Purchaser, if Hexon failed to, within 5 calendar days as from the moment of receipt of this acceptance, revoke its offer and after the Purchaser has met the conditions, stipulated for the offer, or by the implementation of an assignment of the Purchaser by Hexon. Only the offer or the invoice of Hexon for the implementation of the assignment shall be deemed to correctly represent the content of the Agreement.

4. If Hexon did not make an offer, an Agreement shall only be established by the acceptance in writing or the implementation of an assignment of the Purchaser by Hexon. Only acceptance in writing of the assignment by Hexon, respectively the invoice of Hexon for the implementation of the assignment shall be deemed to correctly represent the content of the Agreement.

Article 4 - Price and payment

1. The prices and rates, communicated by Hexon, are exclusive of value added tax, other levies imposed by public authorities and other amounts payable to third parties. Prices and rates, specified in an offer that is not exclusively addressed to the Purchaser, shall not be binding upon Hexon. An offer, addressed to the Purchaser, is exclusively addressed to the Purchaser, and therefore contains confidential information.
2. If the Purchaser has a periodic payment obligation, Hexon will be entitled to adjust its prices and rates with observation of a period of at least three months as from the notification thereof. In case there is a payment obligation per service or per product, whether or not delivered on the basis of an ongoing Agreement, a period of at least one month shall apply.
3. Grounds for rate adjustment may consist of, but are not limited to, inflation adjustment and/or increase of the prices of suppliers.
4. Invoices of Hexon shall be paid in Euros in accordance with the payment conditions, specified on the invoice. If no payment period has been specified and if the invoice is not being paid by direct debit, the invoice concerned shall be paid within 28 calendar days. If the invoice is being paid via direct debit, there has to be a sufficient balance available for payment of the invoice.
5. Complaints regarding invoices, submitted by Hexon to the Purchaser, shall only be processed if they have been submitted to Hexon in writing within 28 days as from the date of the invoice concerned. If this period has not been observed, the Purchaser will be bound by the amount of the invoice, which will be deemed correct and applicable between the parties. A complaint will not exempt the Purchaser of its payment obligations.
6. If the direct debit fails or if the invoice is not paid within the period stipulated, the Purchaser will be in default without any notice of default being required. In such case, Hexon will send a payment reminder to the Purchaser. If the invoice to which the payment reminder relates is not fully paid within 7 days, Hexon will suspend the works/services it procures and delivers. If subsequently, payment does not take place, Hexon will send a second payment reminder and charge the then current administration costs. If within another 14 days, payment still does not take place, Hexon will send a notice of default. If payment is not made for a further 7 days, Hexon will deem itself to be free to assign the receivable to a debt collection agency, in which case the Purchaser will also be held to pay statutory interest as well as all judicial and extrajudicial costs. The extrajudicial costs shall be determined in the amount of at least 15% of the principal sum due, including interest, with a

minimum of the then applicable legal minimum

7. Hexon will, at all times, be entitled to request advance payment of the price, or a part thereof.
8. Hexon will be entitled to - even if indicated otherwise by the Purchaser - allocate any remittance received to the payment of receivables, not arising from the Agreement and of receivables that result from shortcomings of the Purchaser in the fulfilment of obligations under the Agreement.

Article 5 - Retention of title

1. All items, delivered to the Purchaser - including carriers with data - shall remain the property of Hexon, until full payment by the Purchaser of all the amounts for items delivered and/or to be delivered and/or works performed and/or to be performed under the Agreement and of all compensations due in the context of incorrect implementation of the Agreement. The Purchaser has no power of disposal with respect to items, to which the retention of title, as referred to in this article, applies and has the obligation to inform stakeholders - including any envisaged successors in title - of this lack of power of disposal.
2. Rights to be provided or assigned under the Agreement will always be provided or assigned by Hexon to the Purchaser under the condition precedent that the fees due for such rights and the compensations due in the context of incorrect implementation of the Agreement, have been fully paid to Hexon. The Purchaser has no power of disposal with respect to rights, which have been provided or assigned under the aforementioned condition precedent and has the obligation to inform stakeholders - including any envisaged successors in title - of this lack of power of disposal.

Article 6 - Intellectual Property Rights

1. All Intellectual Property Rights shall exclusively rest with Hexon, or, if applicable, with its licensor(s) or supplier(s).
2. The Purchaser only obtains the rights of use that have been assigned by these General Terms and Conditions and by the Agreement. A right of use, accruing to the Purchaser is non-exclusive, non-transferrable and non-sublicensable. Except for the purpose for which the rights of use have been made available to the Purchaser, the websites, the underlying software and other products and services of Hexon shall not be reproduced, published or otherwise used without the explicit permission of Hexon in writing.
3. Any Intellectual Property Rights, such as database rights to data, imported and/or processed by the Purchaser by means of the Software, shall continue to rest with the Purchaser.

4. Hexon shall indemnify the Purchaser against any legal claim of a third party that is based on the assertion that Software, developed by Hexon itself, would infringe upon intellectual property rights of that third party, under the condition that the Purchaser immediately informs Hexon in writing about the existence and the content of the legal claim and leaves the handling of the case, including any settlements, entirely up to Hexon. The Purchaser shall provide Hexon with the necessary powers of attorney, information and cooperation in order to defend itself, where necessary on behalf of the Purchaser, against these legal claims. This obligation of indemnification shall lapse if the alleged infringement is connected with (i) materials, made available to Hexon by the Purchaser for the purpose of usage, processing or incorporation, or (ii) with changes which the Purchaser has made to the Software or had made to the Software by a third party without permission of Hexon in writing. If it has been irrevocably established by law that the Software, developed by Hexon itself, infringes upon any intellectual property right of a third party, or if in the opinion of Hexon, there is a reasonable probability that such an infringement may arise, Hexon will, if possible, ensure that the Purchaser will be able to continue to use the software delivered, or functionally similar alternative software. Any other or further-reaching indemnification obligation of Hexon is herewith excluded.
5. The Purchaser shall warrant that no rights of third parties preclude equipment, materials destined for websites (visual material, text, music, domain names, logos, hyperlinks, etc.) to be made available to Hexon for the purpose of usage, processing, installation or incorporation (e.g. in a website). The Customer shall indemnify Hexon against any third-party claim that is based on the assertion that such provision, use, processing, installation or incorporation constitutes an infringement upon any right of this third party.
6. Hexon will be allowed to take technical measures for the protection of the Software. If Hexon has secured the Software by means of technical protection, the Purchaser is prohibited to remove or evade such protection.

Article 7 - Liability and indemnification

1. Liabilities and legal obligations of indemnification of Hexon are limited by this article. This article shall apply mutatis mutandis to claims of the Purchaser, based on a tortuous action of Hexon.
2. Hexon shall not be liable for direct or indirect damage of the Purchaser, explicitly including, but not limited to trading losses, loss of profits, business interruption, consequential damage, personal injury, all other forms of financial losses as well as any claims of third parties, except in case of wilful intent or deliberate recklessness of Hexon or of persons, pertaining to the corporate management of Hexon.
3. Hexon is dependent on the quality of the services and/or products of suppliers. Hexon will, in no case, be liable for direct or indirect damage as a consequence of the defective quality of the aforementioned services and/or products.

4. If liability is assumed, other than based on the second paragraph, this liability shall be limited to direct damage up to maximum the amount of the price agreed-upon, exclusive of value added tax and other levies, imposed by public authorities, insofar as such price has been paid by the Purchaser.
 5. If the Agreement is mainly a continuing performance agreement, the price agreed-upon will be determined in the amount that is due for the period, in which the fact, giving rise to liability, has occurred.
 6. The total liability of Hexon, shall, in no case, exceed € 5,000.00 for each injurious event or circumstance, unless, if the damage is covered by the liability insurance of Hexon, the amount effectively disbursed by the insurer.
 7. The Purchaser cannot rely on a performance of Hexon, referred to in the Agreement, if the Purchaser fails to, in due time but ultimately within two (2) months as from the detection of the defect or as from the moment the Purchaser should reasonably have detected the defect, has notified Hexon thereof in writing.
 8. Liability of Hexon shall only arise, after the Purchaser has, immediately after the delivery or - in case of a shortcoming that is imperceptible at the moment of delivery - immediately after the detection of the shortcoming declared Hexon to be in default in an appropriate manner by means of a registered letter, sent by mail, and has provided Hexon with the opportunity to rectify the shortcoming within a reasonable period.
 9. The Purchaser shall indemnify Hexon against claims of third parties on the basis of product liability for items delivered to third parties by the Purchaser, which partly consist of items, delivered to the Purchaser by Hexon, unless such liability exclusively arose due to items delivered by Hexon.
 10. The Purchaser shall ensure that data, to be processed by Hexon, the processing of data and the result of such processing are not in conflict with applicable law - such as, amongst others, the General Data Protection Regulation. The Purchaser shall indemnify Hexon against all third-party claims, based on the assertion that data, processed by Hexon, the processing of data and/or the result of such processing are in conflict with applicable law - such as, amongst others, the General Data Protection Regulation and/or rights, resulting there from.
- Article 8 - Force majeure**
1. If, due to force majeure, Hexon is temporarily unable to implement the Agreement, it will be entitled to fully or partially suspend the implementation of the Agreement for as long as the force majeure continues to exist. Should Hexon be permanently unable to implement the Agreement due to force majeure, it shall be entitled to fully or partially terminate the Agreement with immediate effect. Force majeure shall, in any case, include: strikes excessive absenteeism of the staff of Hexon, transportation problems, fire, government measures, including, in any case, import and export prohibitions, quota restrictions and operational malfunctions, such as the (partial)

unavailability or the (partial) malfunctioning of servers at Hexon or at suppliers of Hexon, as well as breach of contract by the aforementioned suppliers, due to which Hexon cannot comply with its obligations.

2. If the force majeure continues for more than ninety days, the Purchaser will be entitled to terminate the Agreement in writing. The performances already delivered on the basis of the Agreement, shall be settled proportionally.

Article 9 - Risk

The Purchaser shall bear the risk of the selection, the use, the implementation and the management in its organisation of the equipment, Software and other services to be provided or products to be delivered by Hexon. The Purchaser itself shall take care of the correct settings of the equipment, Software and other products, such as passwords and user names.

Article 10 - Confidential information and non-competition

1. The Purchaser shall ensure that third parties will (can) not - by actions and/or omissions by him and/or its employees and/or other assistants - take cognisance of information that reasonably can be designated as confidential and is provided by Hexon, received from Hexon or resulting from the implementation of the Agreement, which information includes, but is not limited to access codes and login details. Information shall, in any case, deemed to be confidential if this information has been designated as such by Hexon. Hexon shall not be liable for direct or indirect damage as a consequence of the violation of the aforementioned obligation by the Purchaser
2. During the term of the Agreement and during two years after the termination of the Agreement, the Purchaser shall, without the permission of Hexon, refrain from hiring employees and/or other assistants of Hexon and refrain from each involvement in economic activities of employees and/or other assistants of Hexon, who have been involved in the (implementation of) the Agreement.

Article 11 - Termination/suspension

1. The right to premature termination/suspension of the Agreement is limited by article 4.6, article 8 and this article.
2. Each party shall be entitled to, unilaterally, fully or partially terminate the agreement with immediate effect and/or fully or partially suspend the implementation of its obligations under the Agreement with immediate effect by means of a written letter if the other party imputably failed to comply with an essential obligation under the Agreement and this party has been declared to be in default, where a reasonable period for compliance has been granted.

3. An essential obligation under the Agreement shall, in any case, be deemed to include the payment obligations of the Purchaser.
4. By derogation from the first paragraph, the entitlement to premature termination/suspension will not accrue to the Purchaser if it concerns a services or assignment Agreement, which has been entered into for a definite period of time.
5. Hexon will be entitled, without any notice of default being required to, unilaterally, fully or partially terminate the agreement with immediate effect and/or fully or partially suspend the implementation of its obligations under the Agreement with immediate effect if the Purchaser filed an application for - whether or not provisional - suspension of payments, if its bankruptcy has been applied for or has been declared, if the Purchaser is subject to a seizure under warrant of execution by Hexon, if there is a decision to dissolve and/or liquidate the Purchaser, if one or more shares in the Purchaser's company have been transferred to others not being shareholder(s), if the enterprise operated by the Purchaser has been fully or partially transferred to one or more others.
6. Hexon will never be held to indemnify the Purchaser on the basis of the termination of the Agreement and the suspension of the obligations under the Agreement on the basis of the events, referred to in the preceding paragraph.

Article 12 - Other provisions

1. Hexon reserves the right to amend and/or supplement these General Terms and Conditions. If an amendment or supplementation takes place, Hexon shall inform the Purchaser that the amended/supplemented conditions can be consulted on the website of Hexon.
2. A delivery time agreed-upon is not a hard deadline, unless explicitly agreed-upon otherwise. In case of late delivery, the Purchaser shall submit a written notice of default to Hexon after expiry of the delivery period with observance of a period of 14 (fourteen) days. Hexon will be free to yet comply with the delivery requirements during this period.
3. In case the legal relationship between Hexon and the Purchaser is transferred to a third party by means of a (partial) transfer of the undertaking of Hexon to a third party, the Purchaser shall, at all times, lend its cooperation to such a transfer.
4. The Agreement between Hexon and the Purchaser shall be governed by Dutch law. The court in Arnhem shall have exclusive jurisdiction to take cognisance of and to adjudicate the disputes, arising from this Agreement. Applicability of the Vienna Sales Convention 1980 is excluded.
5. If the Agreement has been entered into with a view to the implementation by one or more particular persons, Hexon will always be entitled to replace them by one or more persons with the same qualifications.

Chapter 2: Supplementary conditions with respect to the development, use and maintenance of Software.

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Article 1 - Applicability of conditions

1. These Supplementary Conditions shall apply in addition to chapter 1, General Terms and Conditions for each offer and each Agreement between the Purchaser and Hexon.
2. In case of a conflict between the provisions from the General Terms and Conditions and these Supplementary Conditions, the provisions from these Supplementary Conditions shall prevail.
3. In case of a conflict between the provisions of the Agreement and these Supplementary Conditions, the provisions of the Agreement shall prevail.

Article 2 - Additional definitions

In addition to the definitions, specified in Chapter 1: General Terms and Conditions, the following definitions shall apply:

Hosting services: The presence of the Software, offered and made available to the Purchaser, on Hexon servers.

Article 3 - Development

1. Hexon shall undertake to develop the Software with due care, on the basis of the information, provided in writing by the Purchaser, the accuracy, completeness and consistency of which shall be ensured by the Purchaser, and on the basis of the functional specifications, laid down in writing at the moment of establishment of the Agreement. Hexon will not start with the development before the Purchaser agreed upon the specifications in writing.
2. Hexon has the right, but not the obligation, to examine the information and functional specifications, provided by the Purchaser, for accuracy, completeness and consistency and will have the right to suspend the implementation of the assignment agreed-upon, until the Purchaser has rectified the inadequacies, ascertained by Hexon.
3. If it has been agreed that the development of the Software will take place in phases, Hexon will be entitled to postpone the start of a next phase until the Purchaser has approved of the previous phase in writing or has complied with other obligations agreed-upon.

4. If the subject of the Agreement consists of the development of a website by Hexon, the Purchaser itself shall take care of the registration of the domain name that will be used for this website, unless otherwise agreed-upon in writing.

Article 4 - Use

1. The Purchaser will have the non-exclusive right to use the Software, provided and/or made accessible to the Purchaser under the Agreement, at the processing facilities and for the connections for which the right of use has been granted, exclusively during the term and with observation of the Agreement. If not otherwise agreed-upon, the processing facility at which the Software has been used for the first time and the connections, that have been connected to the processing facility at the moment of the first use, shall be deemed to be the processing facility and the connections for which the right of use has been granted. The right of use of the Purchaser shall exclusively consist of the right to load and execute the Software.
2. The right of use regarding Software provided and/or made accessible to the Purchaser under the Agreement cannot be transferred. The Purchaser shall not be authorised to sell, lease, transfer or provide the (carriers of) the Software to third parties, to use it for the benefit of third parties and/or make it accessible to third parties, nor will the Purchaser be entitled to grant limited rights to the (carriers of) the Software.
3. The Purchaser shall refrain from the use of products, provided and/or made accessible under and/or in the context of the Agreement in conflict with the Agreement, these General Terms and Conditions, instructions of Hexon, third-party rights, applicable regulations and public decency. The Purchaser shall, in any case, refrain from:
 - a. the use and (the attempt to) access the products, computer systems and networks of (legal) persons, other than the Purchaser;
 - b. the modification, removal, impairment and provision to third parties of data of (legal) persons, other than the Purchaser;
 - c. the sale, lease, transfer and provision to third parties of information and products, provided under or in the context of the Agreement;
 - d. the (attempt to) investigate and test the security of products, computer systems and networks of (legal) persons, other than the Purchaser, which are provided and/or made accessible in the context of the Agreement.
 - e. the infringement upon the intellectual property rights of (legal) persons, other than the Purchaser with respect to products, provided and/or made accessible under and/or in the context of the Agreement and products of (legal) persons, other than the Purchaser;
 - f. the design, creation, introduction and dissemination of computer viruses;
 - g. the violation of rights of (legal) persons, other than the Purchaser with products, provided and/or made accessible under and/or in the context of the Agreement;
 - h. the impairment of the operativeness of products, provided and/or made accessible under and/or in the context of the Agreement and of the operativeness of the computer systems and networks of (legal) persons, other than the Purchaser.

4. Upon request, the Purchaser and its employees shall, at the first request of Hexon, lend their cooperation in an investigation, to be conducted by or on behalf of Hexon, into the compliance by the Purchaser of the limits of usage agreed-upon. In this context, the Purchaser shall grant access to its buildings and systems, upon the first request of Hexon.

5. At the end of the right of use, the Purchaser has the obligation to surrender all (carriers of) the Software, developed, provided and/or made accessible under the Agreement, to Hexon.
6. Without prejudice to article 11 of the General Terms and Conditions, Hexon will be entitled to immediately terminate and the Agreement if the Purchaser undertakes actions and/or omissions in conflict with this article.
7. If the Purchaser undertakes actions and/or omissions in conflict with this article, the Purchaser shall be held to pay Hexon an immediately payable penalty of € 2,500.00, without prejudice to the right of Hexon to request full indemnification or compliance.

Article 5 - Modification

1. If not otherwise agreed-upon, the Purchaser will not be authorised to fully or partially modify the Software without prior permission of Hexon in writing. Hexon shall, at all times, be entitled to modify its permission or to attach conditions to such permission, which conditions may concern the method and quality of implementation of the modifications, requested by the Purchaser.
2. The Purchaser shall bear the entire risk of modifications, whether or not approved by Hexon, which have been implemented by the Purchaser or by third parties on behalf of the Purchaser.

Article 6 - Specifications

1. The parties shall mutually, in satisfactory consultation, lay down the specifications in writing. In the context of the development of a website, these specifications may concern, amongst others, the style, the number of pages, the texts to be implemented, files and/or any other material. Specifications may also concern the use of frames and email facilities, as well as the language/languages of the website to be developed. If not otherwise agreed-upon, the costs of translations shall be borne by the Purchaser.
2. The Purchaser shall ensure the accuracy, completeness and consistency of the information, specifications and designs, provided to Hexon. Inaccuracies, omissions and inconsistencies shall be at the risk and expense of the Purchaser. The Purchaser has the obligation to immediately notify Hexon of inaccuracies, omissions and inconsistencies, immediately after they have been discovered. Hexon has the right to examine the information, specifications and designs for accuracy and will have the right to suspend the implementation of the Agreement until the inaccuracies, omissions and inconsistencies have been rectified.
3. If the content/design of the Software to be developed has to be further elaborated, Hexon will be entitled to elaborate the

content/design, inasmuch as possible with observance of the specifications and wishes of the Purchaser.

Article 7 - Guarantee

1. Hexon does not guarantee that the Software functions properly in conjunction with all current and future operating systems and/or all current and future versions of internet browsers and/or other software or equipment.
2. Hexon does not guarantee that the Software will function without any defects or errors and does not guarantee that all defects or errors will always be rectified.
3. Without prejudice to the paragraphs 1 and 2 of this article, Hexon will undertake to rectify defects and/or errors in the Software, which have arisen within three months after the delivery or acceptance of the Software, unless these defects and/or errors are not imputable to Hexon.
4. These defects or errors have to be immediately notified to Hexon in writing.
5. The rectification of defects and/or errors, which could have been detected during the acceptance test or of errors and/or defects that are the consequence of injudicious use by the Purchaser as well as works performed outside of the aforementioned guarantee period at the request of the Purchaser, will be charged by Hexon to the Purchaser at the usual rate.
6. Hexon shall not be held to repair any data, mutilated or lost as a consequence of defects or errors in the Software.
7. In most cases, the Software is not transferrable to other platforms, due to the use of an own framework.

Article 8 - Delivery, installation and acceptance

1. Hexon has the obligation to deliver the Software, to be provided to the Purchaser under the Agreement, in accordance with the functional specifications, agreed-upon in writing and - only if such is agreed-upon at the moment of establishment of the Agreement - to install it. Unless the Parties agree that Hexon will offer the Hosting Services on its own computer system, Hexon will deliver the Software to the Purchaser on an information carrier, to be determined by Hexon.
2. The Purchaser will be deemed to have accepted the Software at the moment of delivery - or, if the Parties agreed upon installation of the Software by Hexon - at the moment of the completion of the installation. If the Parties did not agree upon an acceptance test, the Purchaser shall accept the Software in the condition it is delivered and hence, with all visible and/or invisible errors and defects.
3. The Software and the associated products will be provided to the Purchaser on a non-recurrent basis.
4. Unless otherwise agreed-upon in writing, the Purchaser will not be entitled to the delivery or otherwise provision of the source code and technical documentation of Software, developed and/or provided under and/or in the context of the Agreement. If the Purchaser, under and/or in the context of the Agreement,

is entitled to the delivery or otherwise provision of the source code and technical documentation, the provisions of these Supplementary Conditions regarding Software shall apply without prejudice to the source code and the technical documentation.

5. If, at the moment of establishment of the Agreement, the Parties agreed upon an acceptance test of the Software, to be provided to the Purchaser under the Agreement, the test period will amount to 14 calendar days with effect as from the delivery or - if the Parties agreed upon installation of the Software by Hexon - with effect as from the completion of the installation. During the test period, the Purchaser shall not be entitled to use the Software for productive or operational purposes.
6. If, at the moment of establishment of the Agreement, the Parties agreed upon an acceptance test, the Purchaser will be deemed to have accepted the Software at the end of the test period. If the Purchaser uses the Software for productive or operational purposes, the Purchaser will be deemed to have accepted the Software with effect as from the start of such use.
7. If, at the moment of establishment of the Agreement, the Parties agreed upon an acceptance test and errors emerge from this acceptance test - in the sense of failure to meet the functional specifications - which impede the progress of the acceptance test, the test period will be interrupted until the impediment has been lifted.
8. If, at the moment of establishment of the Agreement, the Parties agreed upon an acceptance test and errors emerge from this acceptance test - in the sense of failure to meet the functional specifications - Hexon will make all efforts to rectify these errors within a reasonable period - if they have been notified in writing by the Purchaser to Hexon prior to the end of the test period - where Hexon will be entitled to apply provisional solutions, software bypasses or problem-avoiding restrictions to the Software. Hexon does not guarantee that the errors will be repaired or rectified.
9. The Purchaser will not be entitled to refuse acceptance of the Software on grounds that are not related to (functional) specifications, laid down in writing at the moment of establishment of the Agreement, neither on the basis of the existence of small errors, which do not impede the use of the Software for productive or operational purposes.
10. Failure to accept a certain phase and/or a certain part shall not impede acceptance of another phase and/or another part.
11. Article 5.1 of the General Terms and Conditions shall apply to data carriers, to be delivered by Hexon under the Agreement, which data carriers have been provided with Software, to be provided by Hexon under and/or in the context of the Agreement.

Article 9 - Maintenance

Unless otherwise agreed-upon in writing, Hexon does not have the obligation to maintain Software provided and/or made accessible under and/or in the context of the Agreement. Hexon will not have the obligation to, after the establishment of an Agreement with respect to the development, provision and/or accessibility of the

Software, offer or accept an agreement for the maintenance of such Software.

Article 10 - Hosting Services

1. This article shall apply if Hexon provides Hosting Services to the Purchaser.
2. The disk space on the servers of Hexon is not sufficient for unlimited data storage. For this reason, the use of the disk space on the servers of Hexon is limited to normal use. Normal use means maximum 2x the monthly average use of all customers of Hexon, who purchase Hosting Services.
3. If the Purchaser exceeds the usage limit in a certain period, Hexon will issue a warning to the Purchaser. In case of a next exceedance of the normal use, Hexon will be entitled to dissolve the Agreement or to immediately increase the subscription costs with a reasonable rate.

Article 11 - Duration of the Agreement

1. Unless otherwise agreed-upon, the Agreement with respect to the development, use and maintenance of the Software is entered into for a period of 1 (one) year and subsequently, the right of use will, safe for termination in conformity with the provisions in the second paragraph, each time be renewed for a period that is equal to the duration of the original period. This Agreement starts on the day of signing of the Agreement, unless otherwise agreed-upon in writing.
2. The Agreement with respect to the development, use and maintenance of Software may be terminated in writing by either Party, with observance of a notice period of 2 (two) months prior to the end of the duration agreed-upon.
3. Immediately after the termination of the Agreement with respect to the development, use and maintenance of Software, the Purchaser shall return all the copies in its possession to Hexon.
4. When developing websites, Hexon makes use of an own unique framework and own unique programmes. If the Hosting Services, provided by Hexon to the Purchaser, end, the right of use for this framework, this software and the management environment of the website will end as well. However, the Purchaser will have a permanent right of use, unlimited in time, with respect to texts and files, specifically developed for the Purchaser, and the associated data structures, if the Purchaser fully complied with all the obligations under the Agreement in a timely manner.

Chapter 3: Supplementary Conditions regarding the purchase of DV

Content

- Article 1: Applicability of conditions
Article 2: Additional definitions
Article 3: Redirecting of Vehicle Data
Article 4: Modification of Vehicle Data and liability
Article 5: Impartiality

Article 1 - Applicability of conditions

1. These Supplementary Conditions shall apply in addition to chapter 1, General Terms and Conditions for each offer and each Agreement between the Purchaser and Hexon.
2. In case of a conflict between the provisions from the General Terms and Conditions and these Supplementary Conditions, the provisions from these Supplementary Conditions shall prevail.
3. In case of a conflict between the provisions of the Agreement and these Supplementary Conditions, the provisions of the Agreement shall prevail.

Article 2 - Additional definitions

In addition to the definitions, specified in Chapter 1: General Terms and Conditions, the following definitions shall apply:

DV: A service of Hexon where the stock, consisting of one or more Vehicle data of Vehicles of End Users will be redirected to one or more Platforms.

End User: The actual user of the service. Applicable if the Purchaser resells products and/or services of Hexon.

Platform: Each instance to whom Vehicle data are made available by means of the DV service.

Vehicle: New or used passenger car, company car, motorcycle, camper, caravan, lorry, truck, semi-trailer, trailer, bus, machine, boat, bicycle and/or any other, whether or not motorised, transportation means or accessory or part thereof.

Vehicle data: The data and images in the broadest sense of the word of the Vehicle, as supplied to DV.

Article 3 - Redirecting of Vehicle Data

1. Hexon will make all efforts to ensure that the DV service is operational during twenty-four hours a day and to implement it with due care. The DV service and the provision of the status thereof is implemented on the basis of an obligation to perform to the best of one's ability, unless otherwise agreed-upon in writing.
2. Hexon is dependent on the quality of the Vehicle data, provided by Purchasers and/or End Users or by third-party systems and of the Platform in general for an optimal functioning of the DV service. Hexon will, in no case, be liable for direct or indirect damage as a consequence of the defective quality of the aforementioned data or the Platform.

3. Hexon is committed to ensure that the existing links with the Platforms are maintained.

4. The Platform may require that a subscription is taken out for the services of the Platform. Unless otherwise agreed-upon in writing, in such case, the Purchaser or End User shall be responsible for taking out this subscription and for the costs thereof.

5. Hexon will be authorised to have the service provision agreed-upon implemented by one or more third parties with a system with at least comparable qualifications.

Article 4 - Modification of Vehicle Data and liability

1. Hexon shall link the Vehicle Data, insofar as reasonably possible, unmodified and advertise them in the most comprehensive way possible.

2. However, Hexon will be authorised to modify the Vehicle Data to the best of its ability or to omit (a part of) the Vehicle Data, for improving the quality of the Vehicle Data and/or in case the Vehicle Data are refused by the Platform.

3. The Purchaser is held to verify the Vehicle Data, advertised on the Platform by Hexon and notify any omissions in the modifications applied in - or incorrect interpretation of - Vehicle Data by Hexon, within 7 days after their advertisement by Hexon.

4. Hexon shall, in no case, be liable for direct or indirect damages that are the consequence of the modifications applied in or any incorrect interpretation of the Vehicle Data, unless in case of wilful intent or deliberate recklessness of Hexon or of persons pertaining to the corporate management of Hexon.

5. Hexon shall not be liable for direct or indirect damage as a consequence of modifications, applied by third parties, such as, but not limited to the Platform, in the Vehicle Data.

Article 5 - Impartiality

Hexon operates independently towards the parties, such as the Purchaser and the Platform, who are involved in the DV service and for this reason, does not have a value judgement as regards the parties involved.