

GENERAL TERMS AND CONDITIONS FOR LUTRACAD

General terms and conditions of sale for LutraCAD, with its registered office in Veghel (Ch. Of Comm. no. 62422472).

MODULE: GENERAL PROVISIONS

Article 1 - Applicability

1.1 In these General Terms and Conditions "LutraCAD" shall refer to LutraCAD and all (legal) persons and companies affiliated with it, which apply these General Terms and Conditions with LutraCAD's consent, and "buyer" shall refer to (legal) entities and companies to which an offer has been presented and/or with which an agreement has been or will be established.

1.2 The General Terms and Conditions apply to all recommendations by, offers from, assignments for and agreements with LutraCAD. The specific modules in these General Terms and Conditions apply in addition to the "General Provisions" module. If any part of the "General Provisions" module is in conflict with or incompatible with specific modules, the respective specific module prevails. Only deviations from these General Terms and Conditions that are accepted by LutraCAD in writing can be valid. The applicability of any general terms and conditions of buyer is explicitly rejected.

1.3 The nullity or annulment of one or more provisions of these General Terms and Conditions does not prevent the applicability of the remaining provisions of these General Terms and Conditions. LutraCAD and buyer shall consult each other to replace void or annulled provisions of these General Terms and Conditions with provisions that are as much in line with the purpose and meaning of the void or annulled provisions as possible.

1.4 In these General Terms and Conditions, the term "goods" refers to, in any case, although not exclusively, hard- and software.

Article 2 – Offer and agreement

2.1 Any offer presented by LutraCAD is non-binding and may be revoked, withdrawn or amended by LutraCAD within 7 (seven) calendar days after LutraCAD has been informed of the acceptance of its offer. Errors or omissions occurring in offers (whether they are caused by incorrect and/or incomplete information supplied by buyer or not), regulations or recommendations, calculations, estimates, budgets and - general - information not intended exclusively for buyer provided by LutraCAD within the framework of an offer do not bind LutraCAD.

2.2 If LutraCAD makes an offer, an agreement between LutraCAD and buyer does not come into effect until the execution of an assignment from buyer by LutraCAD. Only the offer made by LutraCAD and/or the invoice issued by LutraCAD for the execution of the assignment is deemed to correctly represent the content of the agreement.

2.3 If LutraCAD does not make an offer, an agreement does not come into effect without the written acceptance or execution of an assignment by LutraCAD. Only the written acceptance of the assignment by LutraCAD or the invoice issued by LutraCAD for the execution of the assignment is deemed to correctly represent the content of the agreement.

2.4 Only those changes and/or amendments to the agreement by buyer accepted by LutraCAD in writing can be valid.

2.5 LutraCAD has the right to unilaterally modify the offer and the agreement,

including the General Terms and Conditions, with immediate effect for marginal elements (such as indexed price changes). If a performance is then delivered which substantially deviates from the promised performance, the buyer who does not act in the exercise of a profession or business is, in that case, authorized to terminate the agreement from the date on which the modification would come into effect.

2.6 If and to the extent that an agreement entered into by the parties is a continuing performance contract, the agreement is entered into for the term stipulated by the parties; in case of the absence of which the term will be 1 (one) year long. The term of the agreement is extended automatically by the length of the initially stipulated term unless buyer or LutraCAD terminates the agreement in writing with 3 (three) months' notice before the end of the respective term. An agreement entered into for a specific term cannot be terminated early. LutraCAD shall never owe any damages for termination.

2.7 Buyer shall have the right to terminate the agreement only if such has been agreed to in writing or if buyer derives such right from mandatorily applicable legislation. If buyer (legally) terminates the agreement, buyer is obligated, under the agreement, to return supplied goods and rights at the same time, to terminate the exercise of rights granted under the agreement at the same time and to reimburse LutraCAD for the costs incurred by LutraCAD in connection with the offer, formation and performance of the agreement. In that case, LutraCAD's performance will not be subject to reversal.

2.8 LutraCAD shall have the right to terminate the agreement unilaterally in whole or in part effective immediately and/or suspend the fulfilment of the obligations resulting from the agreement effective immediately in whole or in part (including, without limitation, the shutting down of a website developed and/or hosted by LutraCAD), if one or more of the following events takes or take place:

- a. non-fulfilment by (and attributable to) buyer of one or more obligations under the agreement, including the General Terms and Conditions;
- b. after entering into the agreement, LutraCAD becomes aware of circumstances which give reason to fear that buyer will not fulfil its obligations under the agreement;
- c. the filing of a request for a (provisional) suspension of payments by buyer;
- d. the filing of a request for a declaration of bankruptcy by buyer;
- e. the filing of a request for granting of debt adjustment;
- f. legal incapacity of buyer;
- g. complete loss of the power of disposition by buyer;
- h. attachment under a warrant of execution by LutraCAD against buyer;
- i. decision leading to the dissolution and/or liquidation of buyer;
- j. transfer of one or more shares in buyer to entities other than the shareholder(s) when the agreement is effected;
- k. whole or partial transfer of the business operated by buyer to one or more third parties;
- l. the death of LutraCAD's owner.

Buyer is obligated to immediately notify LutraCAD in writing if (one of) the events set forth in this article occur(s). LutraCAD never owes buyer any compensation for the termination of the agreement and the suspension of obligations under this agreement due to the events set forth in this article.

2.9 If the agreement is terminated, performances already received by buyer for the implementation of the agreement and the connected payment obligations of buyer are not

subject to an obligation to undo, unless LutraCAD is in default with respect to those performances. Sums of money invoiced by LutraCAD for completed performances before or at the moment of termination of the agreement are immediately due from and payable by buyer after termination. In the case of termination of the agreement other than on the grounds of the fact that buyer has failed to meet its obligations, LutraCAD has the right to claim a reasonable compensation from buyer for the losses incurred or profit lost by it. That compensation should be paid within 30 days after invoicing.

Article 3 - Price and payment

3.1 All prices and rates quoted by LutraCAD exclude VAT, other levies imposed by the government and other sums of money owed to third parties, as well as other expenses such as cabling work, removal of existing equipment, 230 V facilities, licenses and UTP cabling, unless explicitly stipulated otherwise. LutraCAD is not bound by prices and rates quoted in offers not made exclusively to buyer. Third parties may not derive any rights from prices and rates quoted in offers made to buyer.

3.2 Invoices issued by LutraCAD should be paid in euros in accordance with the payment terms indicated on LutraCAD's invoice. If no payment terms are mentioned, the invoice should be paid within 30 calendar days after the invoice date.

3.3 If buyer has not paid the owed sums of money within the applicable payment term, buyer is immediately in default and owes the legal commercial interest rate on the outstanding sums of money. If buyer fails to pay the owed sums of money after the first reminder, buyer owes LutraCAD the sum of the actual costs of legal assistance in and out of court (including any unsettled legal costs) and court costs to be incurred by LutraCAD, the cost of which is determined to be at least 15% of the principal sum owed to LutraCAD.

3.4 LutraCAD has the right to use payments from buyer (despite other instructions from buyer) first to serve to settle claims which do not arise from the agreement and claims arising from buyer's non-fulfilment of obligations under the agreement.

3.5 Buyer does not have the right to suspend payment obligations to LutraCAD and/or offset them against obligations owed by LutraCAD to buyer. Buyer does not have the right to dissolve the agreement in whole or in part if LutraCAD is in default.

3.6 Buyer is obligated upon first request by LutraCAD to provide (additional and/or alternative) security for the satisfaction of LutraCAD's claims under the agreement.

3.7 LutraCAD has the right to invoice on an advance basis and/or in installments and to suspend the fulfilment of the obligations under the agreement until payment for them has been received. LutraCAD also has the right to offset buyer's claims – whether due and payable or not – against any obligations of LutraCAD to buyer.

Article 4 – Retention of title and reservation of rights

4.1 Title to all goods supplied by LutraCAD passes to buyer only if and after buyer has satisfied all it owes to LutraCAD under any agreement with respect to goods supplied or still to be supplied, or work performed or still to be performed, also on behalf of buyer under such an agreement, as well as with respect to claims for non-fulfilment of such agreements in which, besides the supply of goods, the performance of certain work has also been stipulated, including sums of money owed under article 3.3. Among other things, every license expires or can be withdrawn in the event of (partial) non-payment by buyer.

4.2 Until full payment has been received, buyer does not have power of disposition with respect to rights delivered or granted before under the condition precedents referred to in

this article 4.1 and is obligated to inform all interested parties - among which intended successors in title - of this lack of power of disposition.

4.3 LutraCAD is given free access to buyer's company at all times in order to repossess, if necessary, goods supplied under retention of title.

Article 5 - Intellectual property rights

5.1 All intellectual property rights for all products (such as computer software, databases and documentation) created, supplied and/or accessible under and/or within the framework of the agreement (among which explicitly included the offer), hereinafter referred to as: the "Products", are owned exclusively by LutraCAD and/or its licensor(s). Buyer may not disclose, reproduce and/or modify the Products and may not (otherwise) behave as the creator and/or beneficiary thereof. Buyer shall not remove indications regarding intellectual property rights out of and from the Products or change them in any way.

5.2 The Products and technologies, material, methods and/or information contained or disclosed therein are deemed to contain strictly confidential information belonging to LutraCAD and/or its Licensor(s), with respect to which article 8.1 (first sentence) applies. Buyer shall not remove or modify indications in and/or on the Products regarding the confidential nature of the information.

5.3 LutraCAD has the right to take technical measures for the protection and/or security of the Products. Buyer shall not circumvent, remove or evade technical measures for the protection and/or security of the Products or have them circumvented, removed or evaded and shall at all times operate antivirus software.

5.4 Rights granted by LutraCAD to buyer with regard to the Products include only non-exclusive rights explicitly described in the agreement, which are forfeited with immediate effect in case of any use of the Products in conflict with the rights of LutraCAD and/or its Licensor(s), this agreement, these General Terms and Conditions and/or applicable law. Buyer does not acquire any intellectual property rights from the agreement. The rights granted by LutraCAD cannot be transferred, pledged or sublicensed and are non-exclusive.

5.5 If and to the extent that Products of which the intellectual property rights belong to entities other than LutraCAD have been supplied to and/or are accessible by buyer, the terms and conditions used by the entitled party or parties shall apply with regard to these Products instead of provisions in these General Terms and Conditions that deviate from those terms. Buyer accepts the terms and conditions of third parties referred to in this article, of which buyer has been able to gain knowledge by asking LutraCAD to supply them to buyer.

5.6 Buyer shall indemnify LutraCAD against claims by third parties based on the argument that LutraCAD violates intellectual property rights of third parties by using the Products supplied and/or prescribed by buyer, fulfil all obligations of LutraCAD resulting from such claims as if they were its own obligations and compensate all losses suffered by LutraCAD resulting from those claims.

Article 6 – Liability and damages

6.1 LutraCAD's liabilities and legal obligations to damages are limited by articles 6.1 to 6.7. Articles 6.1 to 6.7 apply equally to claims of buyer based on unlawful actions committed by LutraCAD. LutraCAD's auxiliary persons have the right to invoke articles 6.1 to 6.7 against buyer.

6.2 LutraCAD is liable only for failures attributable to LutraCAD by premeditation or

gross negligence on the part of LutraCAD. The behavior of (prescribed) auxiliary persons, the (incorrect) use of (unsuitable) (prescribed) auxiliary materials, (alterations to) materials and software, shortcomings caused by the behavior of other suppliers of buyer, mutilated or lost information, alterations to goods and/or services other than by or on behalf of LutraCAD, the use of goods and/or services in conflict with the terms and conditions applicable to them, failure of buyer to perform timely maintenance, external causes, network connection, power supply and malfunction problems and failures following from non-secured (electronic) transmission of statements and information are in any event not considered failures attributable to LutraCAD. LutraCAD is not liable under any circumstance for the (consequences of the) purchase of unsuitable goods and the (incorrect) use of the recommendations made by LutraCAD and - general - information not exclusively addressed to buyer.

6.3 LutraCAD can be held liable only after buyer properly declares LutraCAD in default by way of a registered letter, without delay but no later than within fourteen days after the delivery of the supplied goods or after completion of the performed work or, in case of a concealed defect not observable upon delivery, without delay but no later than fourteen days after the defect was discovered and has given LutraCAD opportunity, over a reasonable period of time, to remedy the breach.

6.4 Any obligation on the part of LutraCAD to pay damages is limited to direct losses up to a maximum of the amount of the agreed-upon price, excluding VAT and other levies imposed by the government, insofar as it has been paid by buyer. If the agreement is mainly a continuing performance contract for a period of more than 1 (one) year, the agreed-upon price shall be determined on the basis of the total amount of the price agreed upon for 1 (one) year, excluding VAT and other levies imposed by the government, insofar as it has been paid by buyer. Under no circumstance shall the compensation owed by LutraCAD exceed the sum of money which is paid in connection with the involved obligation for compensation under LutraCAD's liability insurance. LutraCAD is under no circumstance obligated to compensate immaterial and indirect losses such as, among other things, consequential loss, loss of profits, damage to image, environmental damage and losses due to lost time, lost savings, loss of information or documents and/or missed financial advantage.

6.5 Buyer indemnifies LutraCAD against all claims by third parties, such as employees and auxiliary persons, following from and/or related to goods supplied and/or services provided by LutraCAD under the agreement and/or within the framework of the agreement. Among other things, buyer indemnifies LutraCAD against all claims by third parties on the basis of product liability for goods supplied by buyer to third parties which consist, in part, of goods provided by LutraCAD to buyer unless the liability was caused exclusively by the goods supplied by LutraCAD.

6.6 All rights of claim of buyer and/or third parties against LutraCAD expire 1 (one) year after delivery of the supplied goods, or 1 (one) year after the completion of the performed work.

6.7 Buyer guarantees that the data to be processed by LutraCAD, the processing of the data and the result of that processing are not in conflict with applicable law, such as, for example, the Personal Data Protection Act. Buyer shall indemnify LutraCAD against all claims by third parties based on the argument that applicable laws, such as, among others, the Personal Data Protection Act and/or rights following from it, are violated with the data processed by LutraCAD, the processing of data and/or the result of that processing.

Article 7 - Force majeure

7.1 If LutraCAD is temporarily unable, due to force majeure, to implement the agreement, it has the right to suspend the implementation of the agreement in whole or in part as long as the force majeure persists. If LutraCAD is permanently unable to implement the agreement due to force majeure, it has the right to terminate the agreement in whole or in part with immediate effect. Force majeure is, among other things, understood to mean failures of (subcontractors of) LutraCAD and/or other auxiliary persons, defectiveness of goods and software (prescribed by buyer), government measures, network malfunctions, Internet malfunctions, incorrect network voltage and weather conditions.

7.2 If LutraCAD is temporarily or permanently prevented by force majeure from implementing the agreement, buyer cannot demand the implementation of the agreement, dissolution of the agreement and/or damages from LutraCAD.

7.3 If LutraCAD has already fulfilled part of its obligations at the time the force majeure occurs, or is only able to partially fulfil its obligations, it has the right to invoice the already supplied and/or deliverable part separately and buyer is obligated to pay this invoice as if it concerned a separate agreement.

Article 8 - Confidential information

8.1 Buyer guarantees that third parties do not (and cannot) acquire knowledge of any information of a confidential nature provided by LutraCAD – or of information obtained from LutraCAD and arising from the implementation of the agreement – due to its actions and/or omissions and/or those of its employees and/or other auxiliary persons. Information is in any case deemed to be confidential if that information has been designated as such by LutraCAD. Software, source codes, access codes and identification codes are in any case designated as confidential. Buyer is in default by operation of law for any violation of this article and owe LutraCAD an immediately due and payable fine of EUR 100,000.00 for each violation and of EUR 5,000.00 for each day that the violation continues, notwithstanding buyer's obligation to cease and not resume any violation, compensate LutraCAD for losses resulting from each violation and account for and surrender any advantages resulting from each violation to LutraCAD.

Article 9 – General

9.1 Electronic statements and/or statements are also considered statements or practices with respect to which the agreement or these General Terms and Conditions requires the written form.

9.2 Buyer cannot transfer its rights, obligations or claims toward LutraCAD (both under laws of obligations and property) unless LutraCAD agrees to it in writing beforehand.

9.3 Offers of and agreements with LutraCAD are governed exclusively by Dutch law. The Treaty of the United Nations Concerning the International Sale of Goods of 11 April 1980 does not apply to offers of and agreements with LutraCAD.

9.4 The fully competent court in the district of Oost-Brabant has jurisdiction and exclusive authority to hear any direct or indirect disputes resulting from the agreement.

MODULE: SUPPLY OF GOODS AND SERVICES

Article 10 - General

10.1 Terms expressed by LutraCAD are determined on the basis of information known to LutraCAD, to the best of its knowledge, when entering into the agreement, do not

form an essential part of the agreement and are observed by LutraCAD as much as possible. LutraCAD is not in default by the mere expiration of a term and buyer cannot derive the right to terminate the agreement in whole or in part, nor to claim compensation from the mere expiration of a term expressed by LutraCAD. Terms do not apply if they cannot be observed due to conditions beyond LutraCAD's control which occur after the agreement has been entered into. Terms only take effect when agreement has been reached on all commercial and technical details and all necessary information is in LutraCAD's possession, the agreed-upon payment (in installments) has been received and conditions necessary for the performance of the agreement have been met.

10.2 Buyer is obligated to purchase the goods to be supplied and services to be provided within the agreed-upon terms or at LutraCAD's first request. If buyer fails to meet the obligations referred to before in this article, it is immediately in default.

10.3 Services performed, goods supplied and/or work performed by LutraCAD, not protested against in writing by buyer within fourteen days after their supply and/or performance, are deemed to comply with the agreement.

10.4 If LutraCAD supplies goods and/or performs services supplied by others and/or purchased from others, the terms and conditions of those goods or of that service provider with respect to (the soundness of) those goods and/or services apply in addition to the agreement between LutraCAD and buyer (including these General Terms and Conditions), which shall have priority.

Article 11 – Supply and purchase of goods

11.1 If no other place of delivery has been agreed upon, the supply and delivery of goods by LutraCAD takes place at the place of buyer's company. LutraCAD has the right to fulfil its delivery obligations in parts.

11.2 Transportation and shipment of goods to be delivered by LutraCAD to buyer take place at buyer's expense, unless explicitly agreed upon in writing, at the rates expressed by LutraCAD.

11.3 The implementation of alterations and/or additions to the agreement requested by buyer or accepted by LutraCAD with the prior consent of buyer are at the expense of buyer.

11.4 Notwithstanding articles 4.1 en 10.2, goods to be supplied by LutraCAD are at buyer's risk from the moment at which buyer (or one of buyer's auxiliary persons) has actual power over these goods or from the moment buyer fails to take possession of the goods to be supplied by LutraCAD.

11.5 LutraCAD is not obligated to accept goods returned to LutraCAD by buyer without its prior written consent. The acceptance of goods returned by buyer does not imply that LutraCAD acknowledges the reason for the return. Buyer owes the agreed-upon payments until LutraCAD has credited buyer for these goods. If LutraCAD does not accept returned goods, buyer is obligated to reimburse LutraCAD for costs incurred with respect to the returned goods by LutraCAD. If buyer makes goods available to LutraCAD, buyer guarantees that these meet the specifications necessary for the performance of the assignment.

Article 12 – Performance and purchase of services

12.1 LutraCAD will perform services for buyer, such as, for example, installing sold goods or having sold goods installed and/or performing maintenance or having maintenance performed on them, only if such has been agreed upon in writing.

12.2 If provision of services has been agreed upon by LutraCAD, buyer is obligated to

make a place suitable for service provision and facilities suitable for the functioning of the goods (such as a workspace with computer, data and telecommunication facilities, gas, water, electricity, light and heating) and facilities (such as sanitary facilities for workers) available and take all reasonable safety measures and precautions, to maintain them and to obey government regulations before the supply and delivery of sold goods.

12.3 LutraCAD endeavors to perform the agreed-upon provision of services to the best of its abilities and with due care on the basis of agreements and procedures accepted by LutraCAD in writing, but LutraCAD does not guarantee the accomplishment of the intended result. Services are performed per part-day, which includes preparation time and travel time, unless otherwise agreed upon.

12.4 If service provision is agreed to take place in terms, LutraCAD has the right to suspend the performance of the following terms until buyer approves the results of the preceding terms in writing.

12.5 LutraCAD can temporarily shut down goods and/or services if this is necessary for maintenance or service purposes.

12.6 If LutraCAD has performed work at the indication or request of buyer or with buyer's prior consent that is not covered by the content and/or scope of the agreed-upon service provision (for example performing updates or modification of the software), buyer owes LutraCAD an additional sum of money, to be determined on the basis of its rates. LutraCAD is not obligated to perform work that is not covered by the content and/or scope of the agreed-upon service provision and can demand that a separate agreement be entered into for such work.

12.7 Buyer is not entitled to surrender and/or access databases created by LutraCAD and/or resulting from LutraCAD's service provision.

MODULE: DEVELOPMENT, USE AND MAINTENANCE OF SOFTWARE

Article 13 – Development of software

13.1 LutraCAD is obligated to perform an assignment entailing the development of software to the best of its abilities and with due care on the basis of information provided by buyer, the accuracy, completeness and consistency of which buyer guarantees, and on the basis of functional specifications recorded upon entering into the agreement.

13.2 LutraCAD has the right, but is not obligated to inspect the accuracy, completeness and consistency of the information and functional specifications provided by buyer and has the right to suspend the performance of the agreed-upon assignment until buyer has corrected the imperfections discovered by LutraCAD.

Article 14 – Use of software

14.1 Notwithstanding article 5, buyer has the non-exclusive right under the agreement to use software provided to and/or accessible by buyer exclusively during the term and with due observance of the agreement on the processing units and/or for the connections for which the right of use has been granted.

14.2 Buyer does not have the right to modify, expand, sell, rent out or dispose of (carriers of) the software and information contained therein or to apply it in other software, provide it to third parties, use it for the benefit of third parties and/or make it accessible to third parties, nor the right to establish a limited right on (carriers of) the software.

14.3 Buyer is forbidden to multiply, modify or expand the software and accompanying

documentation or to apply the software and accompanying documentation in other software with the exception of the creation of a backup for its own use.

14.4 At the end of the right of use buyer is obligated to hand over all carriers of the software developed, provided and/or accessible under the agreement and information contained therein to LutraCAD, or at any rate to remove this software and information contained therein from buyer's carriers without keeping a copy of it.

14.5 LutraCAD does not guarantee that the software and services provided by it function faultlessly and without interruptions (for example if non-common or out-of-date operating systems, browsers, plugins, scripts, other software, and hardware are used). LutraCAD endeavors to remedy the deficiencies which buyer properly informs it of in writing by sending a letter by registered mail within fourteen days after delivery of the supplied goods or after the end of the performed work, or if it concerns a deficiency that was not observable upon delivery without delay but at the latest within fourteen days after the deficiency was first observed, within a reasonable period of time if it concerns software developed by LutraCAD itself. Remedy may be suspended until a new version of the software is put to use. If software is developed on the instructions of buyer, LutraCAD shall charge the expenses of remedy to buyer according to usual rates.

Article 15 - Delivery, installation and acceptance

15.1 LutraCAD supplies the software to buyer by providing the software according to the functional specifications agreed upon in writing and, if agreed upon, by installing the software. Buyer is deemed to have accepted the software upon delivery or, if installation of the software was agreed upon by LutraCAD, upon the installation of the software. The non-acceptance of a certain stage and/or certain part does not prevent the acceptance of another stage and/or other part.

15.2 Buyer accepts the software in the condition it is in at the moment of delivery, with all observable and non-observable deficiencies. An acceptance test shall not be performed.

15.3 The software and connected products are provided to buyer only once. Notwithstanding any other written agreement buyer does not have a right to deliver or otherwise provide the source code and technical documentation of software developed and/or provided under the agreement and/or within the framework of the agreement.

Article 16 – Maintenance of software and support

16.1 Notwithstanding another written agreement, LutraCAD is not obligated to perform maintenance or provide support with respect to the supplied services or services to be supplied. After an agreement to the effect of developing, providing and/or making accessible of (new versions of) software has been effected, LutraCAD is not obligated to offer or accept an agreement to the effect of maintaining or supporting (the new versions of) that software.

16.2 Buyer provides LutraCAD with all cooperation necessary for the (installation, maintenance and support) work by LutraCAD. The aforementioned is understood to mean in any case that LutraCAD provides buyer with all details of observed deficiencies, the source codes and technical documentation of the software, provides access to the location of the goods and makes the facilities available which are necessary to make the goods function (such as network facilities). LutraCAD is entitled to modify and use aforementioned goods/software within the framework of the maintenance to be performed. Buyer shall temporarily discontinue use of the software upon LutraCAD's first request.