

GENERAL TERMS AND CONDITIONS

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A. GENERAL PROVISIONS

Definitions

- 1.1 In these General Terms and conditions of Triple P, comprising general and special provisions (hereinafter to be called: *General Terms and Conditions*) the following terms have the following meaning:

Equipment: All equipment, components and/or materials of whatever nature which are to be supplied by or on behalf of Triple P, as well as the documentation relating to the said equipment, components and/or materials which Triple P may deliver;

Services: All services and/or activities of whatever nature which are to be provided and/or conducted by or on behalf of Triple P in whatever manner, as well as the Works arising from these services and/or activities;

Defects: Particular defects of Goods and/or Works to the effect that these Goods and/or Works do not comply with the functional specifications expressly agreed in writing between the Parties. Such defects shall only be deemed to exist if they can be proved and reproduced and if Customer has forthwith notified Triple P of these defects in writing, in detail.

Customer: Every (legal) person, with whom Triple P wishes to enter and/or has entered into a legal relationship;

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Offer: Every offer, quotation and/or statement relating to Goods, Services and related subjects which Triple P submits to Customer;

Order: Any request to enter into an Agreement relating to the delivery of Goods and/or Services which Customer submits to Triple P;

Agreement: Every agreement and/or other legal relationship between Parties relating to the delivery of Goods and/or Services;

Parties and Party respectively: Customer and/or Triple P;

Software: All computer programmes of whatever nature which are to be supplied by or on behalf of Triple P, as well as the documentation relating thereto which is to be supplied by Triple P;

Supplier: One or more Suppliers, subcontractors and/or licensors of Triple P;

Triple P: Every (subsidiary) company forming part of Triple P N.V. in any manner which wishes to enter and/or has entered in any legal relationship with Customer;

Triple P Software: Particular Software of Triple P and/or Works;

Work-day: A calendar day from 08.30 a.m. to 05.00 p.m., with the exception of weekends and official public holidays in The Netherlands;

Works: All the work results generated by and on behalf of Triple P and the attendant intellectual property rights relating thereto which may have been generated and which have arisen directly from Services provided by or on behalf of Triple P;

Goods: the Equipment and/or Software.

General terms and conditions

- 2.1. These General Terms and Conditions shall apply to all Offers, Orders and/or Agreements. Deviations from these General Terms and Conditions shall only be valid with Triple P's explicit permission and when expressly agreed in writing between Parties. Parties state expressly that no general (and/or special) purchase conditions, terms of delivery or other terms and conditions other than these General Terms and Conditions shall apply to the Offer, Order and/or Agreement.
- 2.2. In the event of nullity or annulment of any provision of these General Terms and Conditions, the other provisions of these General Terms and Conditions shall remain in full force and Parties shall consult together in order to agree on new provisions as a replacement for the provisions that are null or, as the case may be, annulled, duly observing the object and purport of the provision(s) as much as possible.
- 2.3. These General Terms and Conditions have been drawn up in Dutch and English. The Dutch text is binding and shall prevail in the event of any discrepancies and/or differences between the English and the Dutch text.

Agreement

- 3.1 All Triple P's Offers shall be without engagement and shall consequently only be deemed to be an invitation to place an Order. The previous sentence shall not apply if a term of validity is stated expressly in the Offer.
- 3.2 An Agreement shall only be effected if (i) Triple P has confirmed this Agreement in writing, or (ii) Triple P performs acts from which it appears that it has accepted the Order, or (iii) the Offer has been confirmed without deviations in writing by Customer except in the event that Triple P is of the opinion that this Offer contains typing and/or printing errors. The term 'in writing' as used in the previous sentence shall be understood to include: by post, fax, e-mail, EDI and/or other electronic means of communication in general use. Customer shall not be entitled to annul an Agreement.
- 3.3 Alterations or additions to (functional specifications of) deliveries of Goods and/or Services agreed between Parties desired by Customer shall only take effect after Triple P has granted its permission in writing. Alterations or additions which, in the opinion of Triple P, would result in an increase or extension of these deliveries, shall be considered as additional work for which Customer shall be charged separately – if Triple P accepts the increase or extension –, even if a fixed price had earlier been agreed between Parties.

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- 3.4 In the event of additional work Triple P shall notify Customer of this as soon as possible and inform Customer of the effects of this on prices, rates, specifications, planning and time-limits.
- 3.5 Triple P reserves the right to contract out and/or transfer its rights and obligations arising from any Agreement in part or in full.

Obligations of Triple P

- 4.1 For the purpose of delivering Goods and/or Services Triple P shall make qualified persons available and make every endeavour to execute the delivery to the best of its knowledge and ability.
- 4.2 Triple P shall deliver Goods and/or Services during Work-days, unless agreed otherwise in writing between Parties. All planning and time-limits indicated and/or agreed by Triple P have been described and planned to its best knowledge on the basis of the information and circumstances which were known to Triple P when the Agreement was entered into. Triple P shall endeavour to comply with the said planning and time-limits as much as possible; the single exceeding of a time-limit or planning as referred to above shall not be considered as an attributable shortcoming of Triple P. If an exceeding occurs or is threatening, Parties shall consult together as soon as possible.
- 4.3 Triple P shall guarantee that Triple P Software – which is therefore not the Supplier's software – will operate in accordance with the specification(s) laid down by Triple P for a period of three (3) months from the moment of delivery by or on behalf of Triple P or, if an acceptance test has been agreed between Parties, three months after acceptance. If the Triple P Software referred to in the previous sentence shows Defects during this period, Customer shall forthwith notify Triple P of this in writing, in detail, after which Triple P shall to the best of its knowledge and ability remedy the Defects or replace the Software, at the discretion of Triple P. Triple P does not guarantee that the Works and/or Goods will operate without interruption or failure. The said Defects shall be remedied free of charge by or on behalf of Triple P, unless Triple P Software was developed other than at a fixed price on the instructions of Customer, in which event Triple P shall charge its usual rates and the cost of repair. Triple P shall also be entitled to charge its usual rates and the cost of repair in the event of improper, negligent or injudicious use by Customer or other causes not attributable to Triple P or if the Defects could have been established during the performance of the agreed acceptance test. Restoration or recovery of any mutilated or lost data shall not be covered by the guarantee. The guarantee obligation shall lapse if Customer makes any modifications or causes any modifications to be made to Triple P Software without the written permission of Triple P. Defects shall be remedied at a location to be determined by Triple P. Triple P shall be entitled to provide the said Triple P Software with temporary solutions or with software bypasses or problem-avoiding restrictions. After the end of the period of guarantee referred to in this Article Triple P shall not be obliged to remedy any Defects, unless an agreement for the provision of maintenance and/or management Services covering such remedies was concluded between Parties.
- 4.4 To Goods and Services provided by a Supplier the terms and conditions of the said Supplier shall apply and this Supplier's terms and conditions shall replace the provisions in these General Terms and Conditions and/or Agreement if they are at variance with this Supplier's terms and conditions. Customer shall accept the said terms and conditions of such Suppliers and/or licensors, which shall be open to inspection by Customer at Triple P's, and Triple P shall send them to Customer on request, except where these were already provided together with Goods. If and insofar as the said terms and conditions of this Supplier are deemed not to apply to the relationship between Customer and Triple P or are declared inapplicable, for any reason whatsoever, the provisions of these General Terms and Conditions shall apply, with the exception of the previous two sentences. Triple P shall not guarantee that the Goods will operate without interruption or failure.
- 4.5 Triple P shall guarantee that repairs performed by Triple P pursuant to guarantee obligations or other obligations as well as (parts of) Goods provided in this connection will be sound during a period of 3 (three) months from the completion of the said repairs in accordance with the functional specification(s) laid down and agreed between Parties, except in the event that Article 4.4 applies to the said (parts of) Goods. During the period referred to in the previous sentence Customer shall be entitled to notify Triple P forthwith of Defects relating to the part of Goods that was repaired, in writing, in detail, after which Triple P shall remedy the Defects to its best knowledge and ability. This guarantee shall not apply (i) if Customer does not submit the (service) report concerned and the (copy of the) invoice relating to these repairs or activities to Triple P, (ii) to the repair of mutilated or lost data, (iii) in the event of improper, negligent or injudicious use of the said Goods by Customer and/or if any modifications were made to the Goods by parties other than Triple P and/or (iv) in the event of shortcomings not attributable to Triple P.

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- 4.6 Subject to the provisions of these General Terms and Conditions, all explicit or tacit stipulations, guarantees, terms, conditions and obligations arising from the law or otherwise relating to the fulfilment by Triple P of its obligations arising from any Agreement shall be excluded to the extent permitted by law.
- 4.7 All Goods and/or Services supplied to Customer outside the scope of the guarantee obligations of Triple P (as described in these General Terms and Conditions and/or Agreement) shall be charged by Triple P in accordance with its usual prices and rates.

Obligations of Customer

- 5.1 Customer is be obliged to timely provide access, facilities, equipment, (licences relating to) software, (auxiliary) materials and information (including technical and functional documentation and other information) which Triple P reasonably needs for the proper execution of any Agreement or which may otherwise be useful in an adequate manner, without charging Triple P with any costs. Customer shall also render adequate assistance necessary for the proper execution of any Agreement and give instructions (relating to safety and other relevant subjects) to Triple P, without charging Triple P with any costs.
- 5.2 If Customer does not (adequately) comply with the provisions of Article 5.1 or does not do so in time, Triple P shall, in any case, be entitled to suspend the execution of the Agreement concerned and Triple P shall be entitled to charge the costs resulting from this in accordance with its usual prices and rates. Customer shall indemnify Triple P against claims made by third parties – including without limitation employees of Triple P – which, in connection with the execution of any Agreement, have incurred damage resulting from the acts or omissions of Customer.
- 5.3 Customer shall regularly report on the rights of use which it was granted in connection with Goods and/or Works, including quantities and types of users, connections and/or processing units for which rights of use were granted. At the written request of Triple P Customer shall forthwith submit a copy of the up-to-date report to Triple P.
- 5.4 Customer shall be solely responsible for the choice, the use, the security, the making of back-up copies and the application of Goods and/or Services provided by Triple P within or outside Customer's organisation, unless expressly agreed otherwise in writing between Parties.

Confidentiality

- 6.1 Each of the Parties shall treat all information of a confidential nature received from the other Party, among other things relating to commercial, strategic, financial, technical and/or other information in connection with the other Party, strictly confidentially and shall not communicate this information to third parties. Such information shall in any case be considered as confidential if it was described as such by one of the Parties. Parties shall be obliged reciprocally to take adequate (precautionary) measures to see to it that such confidential information is not disclosed.
- 6.2 Deviations from the provisions of Article 6.1 shall only be valid if (i) such information is disclosed with the prior written permission of the other Party and/or (ii) such information must be disclosed pursuant to a decision of a judicial authority to that effect, in which event the Party forced to disclose the information shall notify the other Party in advance and take such steps as the other Party may reasonably claim to restrict the disclosure to a minimum and to protect the confidentiality of the information as much as possible.

Employees et al.

- 7.1 Neither Party shall for the duration of any Agreement and for one (1) year after expiry and/or termination thereof (regardless of the reason of the termination and/or the Party which effected the termination), take on any employees of the other Party who were involved in the execution of this Agreement or have such employees work for the same either directly or indirectly (either on its own behalf or on behalf of others) without explicit written permission from the other Party.
- 7.2 In the event of an infringement of the provisions of Article 7.1, among other things a penalty to an amount of one (1) gross annual salary of the employee concerned shall be payable on demand by the infringing Party to the other Party, without prejudice to the other Party's right to recover the damage in full from the infringing Party.

Fees and payment

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- 8.1 Customer shall be obliged to pay fees to Triple P for the Goods and/or Services provided in conformity with the provisions of the Agreement and these General Terms and Conditions. Fees, prices and rates shall be expressed in euros (EUR) and shall be exclusive of VAT and other government levies which may be imposed, unless stated otherwise in writing by Triple P.
- 8.2 Invoices of Triple P shall be paid in full by Customer at the latest within fourteen (14) days from invoice date. Payment shall be made without any set-off, discount and/or suspension.
- 8.3 In connection with any Agreement with a total value of less than EUR 1,000 (in words: one thousand euros) exclusive of VAT Triple P shall reserve the right to charge administration, handling and/or packing costs.
- 8.4 Triple P shall be entitled to adjust fees, prices and rates referred to in any Agreement and applicable at that moment every calendar year, at least in conformity with the index for wages according to the collective bargaining agreement for the business services sector, as published by the Central Bureau of Statistics in The Netherlands. Only in the event that the percentage rate of adjustment is higher than the aforementioned index, Triple P shall be obliged to notify Customer of this in writing at the latest one (1) calendar month before the adjustment becomes effective and Customer shall be entitled to terminate the Agreement in writing within fourteen (14) days from the date of Triple P's notification with effect from the date on which the adjustment of fees, prices or rates would become effective.
- 8.5 In the event that Customer fails to pay an amount due on the due date of the invoice concerned, interest of one (1) per cent per month shall be payable on the outstanding amount by Customer – without any further notice of default being required. Should Customer fail to settle the claim after notice of default, Customer shall be liable to pay in full any extrajudicial (collection) costs in addition to the total amount then due.
- 8.6 In the event that Customer fails to pay an amount due on the due date of the invoice concerned, Triple P shall also be entitled (without prejudice to its other rights) to suspend the execution of any Agreement and Triple P shall be entitled to charge Customer with the costs which may have been incurred in this connection.

Intellectual property rights

- 9.1 All intellectual property rights relating to Goods and/or Works shall solely be held by the Supplier or Triple P respectively. Customer shall not acquire any rights (of use) and/or other powers, unless granted under the terms and conditions of the Supplier concerned, these General Terms and Conditions, any Agreement and/or expressly agreed in writing between Parties.
- 9.2 To Goods which Triple P did not generate and/or develop and which therefore belong to the Supplier, the terms and conditions of the said Supplier shall apply.
- 9.3 As for Goods and/or Works which Triple P generated and/or developed itself and which therefore do not belong to the Supplier, Triple P shall indemnify Customer – within the scope of Article 11 – against claims made by third parties relating to Goods and/or Works exclusively in connection with an (alleged) infringement of an intellectual property right valid in The Netherlands. At the request of Triple P Customer shall in such cases (i) render the necessary and adequate assistance to Triple P, (ii) notify Triple P in writing of the existence and substance of the claim forthwith, (iii) leave the handling of the case entirely to Triple P, and (iv) grant Triple P the powers of attorney necessary to defend itself against such claims, if necessary in Customer's name.
- 9.4 The obligation to indemnify Customer as referred to in Article 9.3 shall cease to exist (i) if and insofar as the infringement concerned relates to any modifications which parties other than Triple P have made to the Goods and/or Works or (ii) if the infringement concerned is not attributable to Triple P.
- 9.5 In the event of the said claims made by third parties Triple P shall be entitled to replace or modify Goods and/or Works or any part thereof or dissolve the Agreement concerned in full or in part, if necessary, such at the discretion of Triple P.

Non-attributable shortcoming

- 10.1 Triple P shall not be liable for the non-performance in full or in part of any obligation arising from an Agreement if the non-performance concerned is not due to (or the result of) its negligence, nor for its account under the law, any legal act or according to generally accepted standards (foreseen or unforeseen) and therefore not attributable to Triple P. Such a situation shall be understood to include a non-attributable shortcoming of the Supplier.

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- 10.2 In such situations Triple P shall be entitled to suspend the obligations concerned without judicial intervention and/or – when the situation has continued for more than two (2) calendar months – to dissolve the Agreement concerned in full or in part in writing, without Triple P being liable to pay any damages or offer any guarantee. In the event of dissolution in full or in part, that which has already been performed pursuant to the Agreement shall be settled in proportion, without Parties owing each other anything for the rest.

Liability

- 11.1 Triple P's total liability arising from the Agreements, General Terms and Conditions, Offers and/or the execution thereof and/or relating thereto, has been described exhaustively in the provisions of (the paragraphs of) Article 11; except for the cases referred to in (the paragraphs of) Article 11 Triple P shall not be liable for damages, regardless of the nature of the claim(s) concerned.
- 11.2 No right to damages shall ever arise unless Customer reports the loss to Triple P in writing, in detail, as soon as possible after it has arisen.
- 11.3 Triple P shall not be liable for (i) indirect loss (including without limitation consequential loss, loss of profits, lost savings, damage to data files and loss caused by interruption of operations) as well as (ii) any other loss or damage exceeding the total amount (exclusive of VAT) invoiced by Triple P to Customer and paid by Customer to Triple P pursuant to the (related part of) the Agreement concerned, whereby the said (total) amount to be paid shall not exceed EUR 500,000 (in words: five hundred thousand euros) per calendar year. 'Other loss or damage' as referred to in the previous sentence shall exclusively be understood to mean: (i) the reasonable expenses which Customer has incurred (a) to establish the cause and the extent of this 'other loss or damage', (b) to prevent or limit this 'other loss or damage' provided that these expenses have actually resulted in preventing or limiting such loss or damage, and (c) to have the performance of Triple P fulfil the Agreement concerned, insofar as the said Agreement was not dissolved by Customer, (ii) loss which Customer incurs and/or has incurred in cases as described in Article 9.3, and (iii) material damage to Goods and/or other goods of Customer and/or third parties which are directly related to Goods and/or Services provided by Triple P, with the exclusion of damage to Software, Works and data files.
- 11.4 If and insofar as any act or omission of Triple P causes death or bodily injury, Triple P's liability shall not exceed an amount of EUR 1,000,000 (in words: one million euros) per event, a series of connected events being considered a single event.
- 11.5 If and insofar as any loss or damage is caused by Triple P's attributable shortcoming due to gross negligence or intention of the management of Triple P, Triple P's liability shall not exceed an amount of EUR 1,000,000 (in words: one million euros) per event, a series of connected events being considered a single event.
- 11.6 Without prejudice to the foregoing provisions in (the paragraphs of) Article 11, Triple P shall exclusively be liable for loss or damage which is covered by the insurance taken out by Triple P, which insurance and corresponding policy shall be made available for inspection by Triple P on Customer's first demand.

Termination

- 12.1 Each of the Parties shall be authorised to terminate the Agreement concerned with immediate effect, without further notice of default and without prior judicial intervention, by registered letter, if (i) the other Party applies for suspension of payments or is declared bankrupt, or (ii) the other Party is a legal person and is dissolved.
- 12.2 Triple P shall be authorised to terminate the Agreement concerned in full or in part with immediate effect, without further notice of default and without prior judicial intervention, by registered letter, if Customer fails to fulfil any obligation arising from the said Agreement (in time) (including without limitation the settlement of the amounts payable by Customer) and after fourteen (14) days have lapsed since the date of a written notice of default addressed to Customer, without prejudice to Triple P's other rights.
- 12.3 If Customer has already received any Goods and/or Services from Triple P at the moment of any termination, such performance and the obligation to pay relating to it shall not be an object of undoing. Any amounts invoiced by Triple P before the termination in connection with any Goods and/or Services which Triple P has already provided in execution of the Agreement, shall remain due and shall become immediately payable on termination, without prejudice to Triple P's other rights.

Governing law and choice of forum

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- 13.1 These General Terms and Conditions, Offers and Agreements and/or the execution thereof shall be governed by Dutch law.
- 13.2 Any disputes arising from and/or relating to the General Terms and Conditions, Offers and Agreements and/or the execution thereof, shall exclusively be submitted to the competent Court at Utrecht, unless Triple P as plaintiff or petitioner chooses the competent Court at the domicile or residence of Customer and unless Parties agree to refer to mediation, a binding opinion or arbitration.

B. SPECIAL PROVISIONS

GOODS

Goods: delivery

- 14.1 Goods shall be delivered at a place in The Netherlands designated by Customer at the net amount determined by Triple P on the basis of Delivered Duty Paid (DDP, as referred to in the Incoterms 2000), unless agreed otherwise in writing between Parties.
- 14.2 Triple P shall be authorised to deliver Goods in parts and shall be entitled to require payment of each partial delivery, unless agreed otherwise in writing between Parties.
- 14.3 Triple P shall pack Goods before delivery in accordance with the customary standards applied by Triple P. Should Customer require a special way of packing, the extra costs relating to it shall be for Customer's account. Any such packing materials of Goods delivered as have been left on Customer's premises shall be treated by Customer in accordance with the regulations in force with respect thereto. Customer shall indemnify Triple P against any claims made by third parties in respect of Customer's non-observance of such or any other regulations.
- 14.4 Triple P shall only accept Goods returned if and insofar as Customer has been granted a 'Return Material Authorisation' (RMA), being Triple P's permission to return Goods, which shall be granted to Customer by assigning the same a specific RMA number. In this event Customer shall return the Goods to Triple P for Customer's account and risk, stating the said RMA number, unless agreed otherwise in writing between Parties.
- 14.5 Customer shall not be entitled to make any claims relating to Goods which have been processed, treated or adapted by Customer in full or in part, or of which control is no longer possible for whatever reason.

Goods: transfer of risk and ownership

- 15.1 From the moment when Goods come within Customer's actual power to dispose of them or within the actual power to do so of an auxiliary person used by Customer, including the moment of delivery by or on behalf of Triple P, the Goods delivered shall be for Customer's risk.
- 15.2 The ownership (not being the intellectual property rights) of the Goods delivered shall not be transferred to Customer until payment in full has been made by Customer pursuant to the Agreement. As long as Goods are still owned by Triple P, (i) Customer shall never be entitled to sell, process, treat, adapt, encumber, pledge (undisclosed or otherwise) and/or hire Goods and/or make them available in any other manner, and (ii) Customer shall be obliged to store or have others store Goods with due care and as the recognisable property of Triple P. Triple P shall at all times be entitled to collect these Goods again, wherever they may be.

Goods: acceptance

- 16.1 Goods which are not installed by or on behalf of Triple P, shall be deemed to be accepted by Customer from the moment of delivery by or on behalf of Triple P and if Customer has not lodged a well-founded specified claim in writing with Triple P within eight (8) Work-days from the said delivery and given Triple P the opportunity to examine the Goods concerned within the said period.
- 16.2 As for Goods delivered and installed by or on behalf of Triple P, Parties shall in joint consultation decide on a procedure relating to the performance of Triple P's installation test and/or acceptance test, and the said

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Goods shall be deemed to be accepted by Customer as soon as this test has been performed so successfully that Defects which in fairness seriously prevent the putting into operational service (for any purpose of production or operation) due to their nature are (no longer) established, or as soon as a functional inspection has proved that Goods operate according to the functional specification concerned. Immediately after the said installation test and/or acceptance test has been performed successfully, an acceptance protocol or so-called 'Field Service Report' shall be drawn up and signed by Customer or by both Parties in witness of the acceptance referred to in this Article.

- 16.3 Goods which are delivered and installed by or on behalf of Triple P, shall also be deemed to be accepted by Customer: (i) if Customer prior to the said installation test and/or acceptance test makes use of (a part of) Goods for any purpose of production or operation, (ii) if Customer delays the commencement of the installation and/or acceptance test by more than eight (8) Work-days (counting from the date on which Goods were offered for acceptance by Triple P) in a manner attributable to Customer.
- 16.4 If it was agreed between Parties that the Goods would be delivered in stages, Triple P shall be entitled to postpone the delivery forming part of the next stage until Customer has accepted the delivery forming part of the preceding stage in writing.

TRIPLE P SOFTWARE

Triple P Software: delivery and/or development

- 17.1 If Customer wishes Triple P to develop and/or deliver specific Triple P Software, Parties shall arrange and specify the (manner of) development or delivery thereof as well as the subjects relating to it in further detail, which shall be laid down in an Agreement. Triple P shall execute this development and/or delivery with care on the basis of goods and/or information to be provided by Customer as described in the said Agreement and in Article 5.1 of these General Terms and Conditions.
- 17.2 Triple P shall deliver and install the Triple P Software at Customer's in conformity with the specification laid down in writing, on the understanding that installation shall only be effected if such was agreed between Triple P and Customer in writing.
- 17.3 If no acceptance test was agreed in writing between Parties, Customer accepts the Triple P Software in the condition it is in at the time of delivery or (insofar as the installation was agreed in writing between Parties) the installation by Triple P, without prejudice to Triple P's obligations under the guarantee referred to in Article 4.3.
- 17.4 If an acceptance test was agreed in writing, the test period shall be ten (10) Work-days from delivery or, if it was agreed in writing that the installation would be carried out by Triple P, after completion thereof. During the test period Customer shall not be permitted to use the said Triple P Software for any purposes of production or operation.
- 17.5 If, during the performance of the agreed acceptance test, Triple P Software is found to contain Defects hampering the progress of such test, Customer shall notify Triple P in writing, in detail, in which case the test period shall be interrupted until the Triple P Software has been adapted in such a manner that the obstacle is removed.
- 17.6 If, during the performance of the agreed acceptance test, Triple P Software is found to contain Defects, Customer shall notify Triple P of such Defects by means of a written and detailed test report at the latest on the last day of the test period. Triple P shall make every endeavour to remedy the Defects reported within a reasonable period and with respect thereto be entitled to provide the software with temporary solutions or with software bypasses or problem-avoiding restrictions.
- 17.7 Between Parties Triple P Software shall be deemed to be accepted (i) if no acceptance test was agreed between Parties: on delivery or, if it was agreed in writing that the installation would be carried out by Triple P, on completion thereof, or (ii) if an acceptance test was agreed in writing between Parties: on the first day after the test period, or (iii) if, before the end of the test period, Triple P receives such test report as is referred to in Article 17.6: from the moment when the Defects mentioned therein have been remedied, notwithstanding the presence of any such imperfections as permit acceptance pursuant to Article 17.8. In deviation from the above, Triple P Software, in the event that Customer makes use thereof for any purpose of production or operation, shall be considered fully accepted from the commencement of such use.
- 17.8 Acceptance of Triple P Software shall not be withheld on any grounds other than those relating to the specifications expressly agreed between Parties, nor on the grounds of any small Defects, i.e. Defects

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reasonably permitting the commencement of the use of Triple P Software, without prejudice to Triple P's obligation to remedy such small Defects under the terms of guarantee contained in Article 4.3, if applicable.

- 17.9 If it was agreed between Parties that Triple P Software would be delivered, tested and accepted in stages and/or parts, Triple P shall be entitled to postpone the delivery forming part of the next stage until Customer has accepted the delivery forming part of the preceding stage in writing. The non-acceptance of any particular stage and/or part shall not prejudice possible acceptance of any earlier stage and/or any other part.

Triple P Software: right of use

- 18.1 Triple P shall exclusively grant Customer the non-exclusive, non-transferable right to use Triple P Software, solely for the purpose of normal business operations of Customer. The said right of use shall solely amount to the right to load and operate Triple P Software on the one processing unit and for the specified number or type of users or terminals for which the right of use was granted. Unless otherwise agreed, Customer's processing unit on which this Triple P Software was first used and the number of terminals that were connected with such processing unit at the time when it was first used, shall be deemed to be the processing unit and number of terminals for which the right of use was granted. Should the said processing unit malfunction, the Triple P Software may be used on another processing unit for the duration of the malfunction. The right of use may relate to several processing units insofar as specifically shown by the Agreement.
- 18.2 Customer shall in no way be entitled to transfer and/or sublicense the right of use referred to in Article 18.1, make any modifications and/or additions to Triple P Software and carriers on which it is recorded or cause these to be made, nor hire, sell, sublicense, alienate or pledge Triple P Software, transfer Triple P Software as collateral or security, create an option right on it or make it available to any third party under any title whatsoever.
- 18.3 Immediately after termination, if any, of the right to use any Triple P Software Customer shall return all copies of the said Triple P Software in his possession to Triple P. If it was agreed between Parties that Customer would destroy the copies concerned at the termination of the right of use, Customer shall forthwith report such destruction to Triple P in writing.
- 18.4 Customer shall not modify Triple P Software otherwise than as part of the remedying of Defects and possible other errors, nor use it as part of data processing for the benefit of third parties (time-sharing). The source code of any Triple P Software and the corresponding technical documentation shall not be made available to Customer.
- 18.5 Customer shall be entitled to keep or make two (2) back-up copies of the said Triple P Software. For the purpose of these General Terms and Conditions a back-up copy shall be understood to mean: a material object on which Triple P Software is recorded, for the sole purpose of replacing the original copy of this Triple P Software in the event of involuntary loss of possession or damage. The back-up copy must be an identical copy and must always bear the same labels and indications as the original one.
- 18.6 Triple P shall be entitled to take technical measures to protect Triple P Software. If Triple P has secured the Triple P Software by means of technical protection, Customer shall not be entitled to remove or evade such protection. If the protective measures result in Customer being unable to make a back-up copy of Triple P Software, Triple P shall provide Customer with a back-up copy of Triple P Software at the latter's request.

SERVICES

Services

- 19.1 If the Agreement was entered into with a view to the provision of Services by particular persons (e.g. in connection with an Agreement of secondment), Triple P shall be entitled to replace such person(s) by one or more persons with the same qualifications.
- 19.2 If Customer wishes Triple P to maintain and/or support the management of particular Goods, Triple P Software and/or Works, Parties shall arrange, specify and lay down the (manner of) delivery of such Services and related subjects in an Agreement. Goods to which the terms and conditions of the Agreement apply, shall be specified in the Agreement, whereby the specific Service agreed for such Goods, Triple P Software and/or Works shall be laid down. Triple P shall reserve the right to conduct an inspection before the said Goods, Triple P Software and/or Works are included in an Agreement. Triple P shall execute the Services with due care on the basis of the goods and/or information to be provided by Customer as described in the said Agreement and in Article 5.1 of these General Terms and Conditions.

GENERAL TERMS AND CONDITIONS

- 19.3 The fees agreed pursuant to an Agreement relating to maintenance and/or management Services shall apply for a period of twelve (12) months counting from the commencement date of such Agreement and shall be invoiced per twelve (12) months in advance.
- 19.4 Unless expressly agreed otherwise in writing, an Agreement relating to maintenance and/or management Services shall have a minimum duration of one (1) year counting from the commencement date of such Agreement. After the minimum duration referred to in the previous sentence the Agreement shall be renewed tacitly by one (1) year, subject to a notice of termination by one of the Parties by registered letter which must take place at least three (3) calendar months prior to the expiry date of the Agreement which is applicable at that moment.
- 19.5 If Customer has not entered into an Agreement relating to maintenance and/or management Services in connection with such Goods and/or Works with Triple P simultaneously with the formation of the Agreement for the delivery of Goods and/or Works, Triple P cannot be compelled by Customer to enter into such a(n) (maintenance or management) Agreement at a later moment.

General Terms and Conditions of Triple P.