

General conditions / Terms of Agreement

1. GENERAL

1.1 Scope of application

1.1.1 These terms and conditions apply to all offers and/or deliveries of ExperienceTable ('BelevenisTafel') and agreements and/or other legal relationships between ExperienceTable ('BelevenisTafel') and the Client, the ensuing provisions and the related work, regardless of whether these are based on written, oral and/or electronic agreement, unless otherwise agreed in writing.

1.1.2 Any purchase or other conditions of the Client shall not apply. The applicability of any purchase or other conditions of the Client or of third parties, for the benefit of the Client, is therefore explicitly rejected by ExperienceTable ('BelevenisTafel'), unless these have been expressly accepted by ExperienceTable ('BelevenisTafel') in writing.

1.1.3 ExperienceTable ('BelevenisTafel') reserves the right to make any changes or additions to the ExperienceTable ('BelevenisTafel') General Terms and Conditions at any given time. The amended General Terms and Conditions of ExperienceTable ('BelevenisTafel') will continue to apply, unless a written objection is raised against any changes within 30 (thirty) days after the date of the change.

1.1.4 Amendments and additions to the ExperienceTable ('BelevenisTafel') General Terms and Conditions and/or the agreements between ExperienceTable ('BelevenisTafel') and the Client are only valid if they have been recorded in writing by ExperienceTable ('BelevenisTafel').

1.2 Definitions

1.2.1 The following words and terms are capitalized in the ExperienceTable ('BelevenisTafel') General Terms and Conditions. All of the following words and terms in the singular have the same meaning as in the plural and vice versa.

1.2.2 Third Party General Terms and Conditions:

Third Party General Terms and Conditions include delivery, license and warranty terms and conditions, as well as other terms and conditions used by third parties.

1.2.3 Equipment:

Any and all items provided by ExperienceTable ('BelevenisTafel') as agreed in writing. Equipment falls under Third Party Products.

1.2.4 As Is:

Delivery in accordance with the written specifications.

1.2.5 Coordinator:

A contact person designated by a party. The Coordinator acts as the main contact point between parties and, as delegate, is authorized to make basic decisions.

1.2.6 Third Party Products:

All products and services provided by ExperienceTable ('BelevenisTafel'), the resulting provisions and related activities that originate from third parties and of which any intellectual property rights, industrial property rights and other rights do not principally rest with ExperienceTable ('BelevenisTafel').

1.2.7 Defects:

Failure to comply with the functional specifications laid down in writing by ExperienceTable ('BelevenisTafel') and, in the case of the development of Customization, the functional specifications explicitly agreed upon in writing, or non-compliance with Third Party General Terms and Conditions of the Equipment. The term 'Defect' will only apply if the fault can be demonstrated and reproduced.

1.2.8 Users:

The Client's employees who use the Products.

1.2.9 Helpdesk:

Helpdesk includes verbal and/or written advice from ExperienceTable ('BelevenisTafel'), given to Users regarding technical and functional aspects of the System. Helpdesk includes the reporting of Incidents to ExperienceTable ('BelevenisTafel') by Users.

1.2.10 Recovery Time:

The time, measured and determined by ExperienceTable ('BelevenisTafel'), between the reporting of an Incident by the Client and the notification from ExperienceTable ('BelevenisTafel') informing the Client the Incident has been resolved.

1.2.11 Incident:

A report of a deviation from the expected function of the product or service offered, as a result of which a User cannot or cannot properly use the System.

1.2.12 Office Hours:

Normal Dutch working hours from 9:00 am to 5:00 pm during Working Days.

1.2.13 ExperienceTable ('BelevenisTafel'):

ExperienceTable ('BelevenisTafel') and its legal successors or an enterprise or partner affiliated with ExperienceTable ('BelevenisTafel') that enters into a legal relationship with the Client and has declared the ExperienceTable ('BelevenisTafel') General Terms and Conditions applicable.

1.2.14 ExperienceTable ('BelevenisTafel') Products:

All products and services provided by ExperienceTable ('BelevenisTafel'), the resulting provisions and related activities that do not originate from third parties and of which any intellectual property rights, industrial property rights and other rights principally rest with ExperienceTable ('BelevenisTafel').

1.2.15 Customization:

Software developed by ExperienceTable ('BelevenisTafel') based on the requirements and/or wishes of the Client. Customization falls under ExperienceTable ('BelevenisTafel') Products.

1.2.16 Subsequent Calculation:

Upon completion of the work to be performed, all costs actually incurred that are related to the work, can be charged, unless otherwise stated in the agreement.

1.2.17 Maintenance:

The resolving of Defects and/or Incidents in the Products that arise during normal use of the Products and the making available of new Releases of the licensed (ExperienceTable ('BelevenisTafel')) Products delivered to the Client as further described in the relevant service-level agreement (SLA).

1.2.18 Client:

Anyone who requests and orders the delivery of Products and/or services.

1.2.19 Follow-Up Time:

The frequency of reports to the Client with the status report of the current situation.

1.2.20 Priority Code:

Codes used to determine the urgency of a report of a Defect and/or Incident.

1.2.21 Products:

All ExperienceTable ('BelevenisTafel') Products and/or Third Party Products provided by ExperienceTable ('BelevenisTafel') , the resulting provisions and related activities. Hosting falls under Products.

1.2.22 Release:

Updates in the ExperienceTable ('BelevenisTafel') Products and accompanying documentation. Usually this includes qualitative improvements in the (ExperienceTable ('BelevenisTafel') Products, such as resolving Defects.

1.2.23 Response Time:

The time span between the initial registration of an Incident and the moment ExperienceTable ('BelevenisTafel') contacts the Client or takes the Incident under advisement.

1.2.24 Service Level:

The time and manner in which ExperienceTable ('BelevenisTafel') strives to respond to the Client.

1.2.25 Service-Level Agreement (SLA):

The appendix to the agreement in which the Response Times and Priority Codes for Incidents are included.

1.2.26 Service Window:

The period within which Incidents and/or Defects are resolved or regular System Maintenance is performed and the Helpdesk is available, as agreed by the parties.

1.2.27 Software:

Any and all software provided by ExperienceTable ('BelevenisTafel') as agreed in writing. Software falls under both ExperienceTable ('BelevenisTafel') Products and Third Party Products.

1.2.28 Support:

Giving oral (telephone) and written (e-mail) advice regarding the use and operation of Products.

1.2.29 System:

Equipment and software owned or licensed by the Client, as indicated in the agreement, on which ExperienceTable ('BelevenisTafel') System Management provides services. Brand, types and versions are recorded in a system list. In case of new equipment and software, the agreement will be adjusted on the 1st of the month. It will be sent together with the next monthly invoice.

1.2.30 Hours on Location:

Delivering System Management services at the Client's location.

1.2.31 Working Days:

Normal Dutch working days, Mondays to Fridays, excluding national holidays.

1.3 Confirmation/Offers

1.3.1 Verbal promises, assignments or other statements of any nature whatsoever from employees of ExperienceTable ('BelevenisTafel') are only legally valid and binding if confirmed in writing by authorized representatives of ExperienceTable ('BelevenisTafel').

1.3.2 All offers are non-binding, unless something to the contrary is specified in the offer, in writing.

1.3.3 Offers are based on data, information and/or wishes provided by the Client in accordance with Article 1.5.

1.4 Agreements

1.4.1 If an offer, contract or other similar legally binding document is sent by ExperienceTable ('BelevenisTafel') to the Client and the Client fails to return this document signed to ExperienceTable ('BelevenisTafel'), the Client accepts the content of the document and the ExperienceTable ('BelevenisTafel') General Terms and Conditions by paying the fees to ExperienceTable ('BelevenisTafel').

1.4.2 ExperienceTable ('BelevenisTafel') only commences the execution of the agreement concluded between ExperienceTable ('BelevenisTafel') and the Client, after a signed copy of the agreement drawn up by ExperienceTable ('BelevenisTafel') has been received by ExperienceTable ('BelevenisTafel') and/or if all fees due have been paid in time and in full. If ExperienceTable ('BelevenisTafel') commences the execution of the agreement before receiving a signed copy of the agreement and/or all fees due have been paid in time and in full, ExperienceTable ('BelevenisTafel') reserves the right to suspend the execution of the agreement until a signed copy of the agreement has been received and/or all fees due have been paid in full.

1.4.3 An agreement between ExperienceTable ('BelevenisTafel') and the Client for which no further contract and/or further duration has been specified, has a duration of 1 (one) calendar year. If this agreement is not cancelled or not cancelled in time, the continuation of this agreement will always take place for the duration of 1 (one) calendar year.

1.4.4 Termination of the agreement, as described in Article 1.4.3, takes place by means of a registered letter with due observance of a notice period of 2 (two) months after the expiry of the agreed minimum term, unless otherwise agreed.

1.4.5 Each of the parties is entitled to terminate the agreement in whole or in part by means of a registered letter without judicial intervention, if the defaulting party, even after a written demand, stating a reasonable amount of time, still fails to fulfil its obligations.

1.4.6 Moreover, each of the parties has the right to terminate the agreement in whole or in part with immediate effect and without judicial intervention if the other party is declared bankrupt or if a suspension of payments is granted or if its business is liquidated or terminated, other than for the purpose of reconstruction or the merging of companies.

1.4.7 After the end of the agreement, for whatever reason, the parties can no longer derive any rights from the agreement, leaving unaffected the continued existence of the obligations of the parties that by their nature are intended to continue after the end of the agreement, such as but not limited to the obligations regarding property rights, confidentiality and non-competition.

1.5 Client Cooperation/Information Obligation

1.5.1 All orders are carried out by ExperienceTable ('BelevenisTafel') based on the data, information, wishes and/or requirements made known by the Client to ExperienceTable ('BelevenisTafel').

1.5.2 The Client will fully cooperate with ExperienceTable ('BelevenisTafel') and always provide all the useful and necessary data and/or other information that is necessary for the proper execution of the agreement. Client will guarantee the accuracy of this data and/or other information.

1.5.3 If the data, information, wishes and/or requirements necessary for the implementation of the agreement are not available to ExperienceTable ('BelevenisTafel'), are not in time and/or not in accordance with the agreements, or if the Client does not otherwise fulfil its obligations, ExperienceTable ('BelevenisTafel') has, in any case, the right to suspend the implementation of the agreement and ExperienceTable ('BelevenisTafel') has the right to charge the resulting costs according to its usual rates.

1.5.4 If in the meantime changes or new facts should occur in previously supplied data, information, wishes and/or requirements, ExperienceTable ('BelevenisTafel') will at all times have the right, in consultation with the Client, to adjust the agreement to these new circumstances or to dissolve or terminate.

1.5.5 If the Client makes functional improvements or other changes to the Products, the Client is obligated to communicate these changes to ExperienceTable ('BelevenisTafel').

1.6 Obligations of the Client

1.6.1 The Client is obligated to keep the Products and the environment (including other software and hardware) in which the Products operate, in good condition.

1.6.2 The Client grants ExperienceTable ('BelevenisTafel') access to the physical locations and environment where the Products are used. The Client will grant ExperienceTable ('BelevenisTafel') remote access according to the standards set by ExperienceTable ('BelevenisTafel') when possible.

ExperienceTable ('BelevenisTafel') will follow the house rules of the Client, which have been made known to ExperienceTable ('BelevenisTafel') in writing, regarding access to the location of the Client and use of remote access.

1.6.3 In the event that ExperienceTable ('BelevenisTafel') carries out activities at a location other than its own, the Client will provide the facilities reasonably required by ExperienceTable ('BelevenisTafel'), such as a workspace and telecommunication facilities, free of charge.

1.6.4 The Client will appoint a Coordinator and a Substitute Coordinator who will act as sole contact persons with ExperienceTable ('BelevenisTafel'). The names of the Coordinators and their contact details are included in the agreement, any changes must be made known to ExperienceTable ('BelevenisTafel'). The minimum and maximum number of Coordinators that the Client can appoint is stated in the agreement.

1.6.5 The Client will ensure the Coordinators have the required level of education. If, at the discretion of ExperienceTable ('BelevenisTafel'), it appears that the Coordinators do not have the required level of education and this results in unnecessary Support and/or Maintenance, ExperienceTable ('BelevenisTafel') is entitled to charge additional costs for Support and/or Maintenance based on Subsequent Calculation.

1.7 Confidentiality/Non-Compete Clause

1.7.1 ExperienceTable ('BelevenisTafel') and the Client commit to keeping confidential all data and information about each other's organization, clients, files and Products, of which the parties become aware during work for each other or for the clients of the Client. Data and information may only be used to implement the agreement between the parties.

1.7.2 ExperienceTable ('BelevenisTafel') is entitled to place the name and logo of the Client or its clients who have been granted rights to the Products on the ExperienceTable ('BelevenisTafel') website and/or a reference list and to make this available to third parties for information.

1.8 Liability

1.8.1 The total liability of ExperienceTable ('BelevenisTafel') will, subject to this article, be limited to compensation for direct damage to a maximum of the total of the fees (excluding VAT) actually paid by the Client to ExperienceTable ('BelevenisTafel') based on the agreement for 1 (one) year (being the year in which the damage occurred) with a maximum of 100,000 (one hundred thousand) euro, whereby a series of related events counts as one event.

1.8.2 The total liability of ExperienceTable ('BelevenisTafel') for damage due to death or personal injury will in no case amount to more than 1,000,000 (one million) euro, whereby a series of related events counts as one event.

1.8.3 Direct damage can be defined solely as the following:

1. a) The reasonable costs incurred to determine the cause and extent of the damage;
2. b) The reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to the limitation of direct damage.

1.8.4 Liability of ExperienceTable ('BelevenisTafel') for indirect damage, including consequential damage, lost profit, lost savings, destruction or loss of files and/or data, delay damage, suffered loss, damage caused by the poor provision of information and/or cooperation by the Client, damage due to business interruption or claims by third parties against the Client, is expressly excluded.

1.8.5 Apart from the case referred to in Articles 1.8.1 and 1.8.2, ExperienceTable ('BelevenisTafel') has no liability whatsoever for compensation, regardless of the ground on which an action for compensation would be based.

1.8.6 ExperienceTable ('BelevenisTafel') will only accept liability if the Client gives ExperienceTable ('BelevenisTafel') a written notice of default, promptly and properly, stating a reasonable period for resolving the shortcoming and ExperienceTable ('BelevenisTafel') still fails imputably in the fulfilment of its obligations even after that period. The notice of default must give as detailed a description as possible of the shortcoming, so that ExperienceTable ('BelevenisTafel') is in a position to respond adequately.

1.8.7 A condition for the existence of any right to compensation is always that the Client informs the ExperienceTable ('BelevenisTafel') in writing by registered letter within 60 (sixty) days of the occurrence of the damages and takes measures to limit the damages as much as possible.

1.8.8 The Client indemnifies ExperienceTable ('BelevenisTafel') against all claims from third parties for liability resulting from a defect in a product, system or service delivered by the Client to a third party and which product, system or service also consisted of what has been delivered by ExperienceTable ('BelevenisTafel').

1.8.9 ExperienceTable ('BelevenisTafel') accepts no liability whatsoever for damages of any nature caused by Third Party Products that ExperienceTable ('BelevenisTafel') has delivered to the Client. If possible, ExperienceTable ('BelevenisTafel') will transfer its rights to claim compensation from the supplier of the Third Party Product in question to the Client.

1.8.10 ExperienceTable ('BelevenisTafel') is not liable for damages of any nature which are the result of the untimely provision of Support, Maintenance and Warranty.

1.9 Transfer

1.9.1 The agreement concluded between ExperienceTable ('BelevenisTafel') and the Client and the rights and obligations arising therefrom cannot be transferred to third parties without the prior written consent of ExperienceTable ('BelevenisTafel').

1.9.2 The Client gives ExperienceTable ('BelevenisTafel') the right, in principle, without the Client's explicit permission, to transfer the entire agreement or parts thereof to:

1. a) parent, sister and/or subsidiary companies;
2. b) a third party in the case of a merger or takeover of ExperienceTable ('BelevenisTafel').

In case this happens, ExperienceTable ('BelevenisTafel') will inform the Client about this.

1.10 Non-Attributable Shortcoming

1.10.1 Neither of the parties is obligated to fulfil any obligation, if it is prevented from doing so as a result of a circumstance that is not due to its fault, or is not at its expense by law, legal act or generally accepted views. The aforementioned circumstances also include circumstances beyond the control of ExperienceTable ('BelevenisTafel') and business risks of ExperienceTable ('BelevenisTafel'), such as but not limited to shortcomings of suppliers of ExperienceTable ('BelevenisTafel'), the non-timely availability of necessary data, information and/or specifications, changes in such data provided, specifications and/or functional descriptions of Third Party Products that are not entirely accurate and/or products supplied by third parties, bad weather conditions, fire, explosions, power outages, network disruptions, floods, accidents, government acts, the impossibility to obtain a required permit or permission, material scarcity, theft, traffic disruption and/or transport restrictions.

1.10.2 If the non-attributable shortcoming is of a temporary nature, ExperienceTable ('BelevenisTafel') may suspend the agreement until the situation in question no longer occurs, without being obligated to pay any compensation.

1.10.3 In the event of a non-attributable shortcoming, ExperienceTable ('BelevenisTafel') reserves the right to claim payment for services already performed by ExperienceTable ('BelevenisTafel') before the non-attributable shortcoming became known.

1.10.4 If the non-attributable shortcoming of one of the parties continues for more than three months, both parties separately have the right to terminate the agreement, without being obligated to pay any compensation for the termination.

1.11 Invalidity

1.11.1 If one or more provisions (or part of a provision) of the agreement are invalid, have been declared void, are voidable, or have otherwise lost their legal validity,

the remaining provisions (or the remaining part of the relevant provision) of the agreement will remain in full force and effect.

1.11.2 The parties will consult each other with regard to provisions (or the part of a provision) that are invalid, have been declared void, are voidable or have otherwise lost their validity, in order to make a replacement arrangement, if it is agreed that the parties will endeavour to ensure that the scope of the agreement (or the remaining part of the relevant provision) as a whole remains intact.

1.12 Applicable Law and Dispute Settlement

1.12.1 All agreements concluded by ExperienceTable ('BelevenisTafel') with the Client are governed by Dutch law, unless otherwise agreed in writing by the parties. Parties expressly declare that the Vienna Convention does not apply.

1.12.2 Disputes between parties that cannot be resolved in consultation, which exceed an interest of 5,000 (five thousand) euro, will be resolved by arbitration of the Stichting Geschillenoplossing Organisatie en Automatisering ("Foundation for Dispute Settlement of Organization and Automation"), hereafter SGOA, in accordance with the SGOA's rules of arbitration. With mutual approval of the parties, an attempt may be made, prior to the arbitration, to resolve the dispute by means of other facilities for resolving disputes offered by the SGOA.

1.12.3 If the SGOA declares itself unauthorized or if the parties so agree, disputes will be submitted to the competent Dutch court in The Hague.

1.12.4 The foregoing shall not constitute an obstacle for the parties to take precautionary legal measures and/or to institute proceedings for interim relief before appealing to the SGOA in order to safeguard their existing rights.

2. PRICES/PAYMENTS

2.1 Prices and Payments

2.1.1 All prices are exclusive of VAT and exclusive of any other taxes imposed by the government. The amounts due will be charged including VAT and including any government taxes.

2.1.2 ExperienceTable ('BelevenisTafel') will charge the amounts due by the Client monthly and/or within another term properly specified in the agreement. The Client will pay amounts due within 14 (fourteen) days after the invoice date without being entitled to any deduction, setoff or settlement other than legally permitted.

2.1.3 If the Client fails to comply with any payment obligation, the Client will be in default without any further summation or formal notice of default being required. The Client owes ExperienceTable ('BelevenisTafel') the costs, both in and out of court, with regard to the collection of all that the Client owes ExperienceTable ('BelevenisTafel'). Extrajudicial collection costs amount to 15% of the amount due with a minimum of 500 (five hundred) euro. In any case, monthly interest will be charged on the amount owed by the Client from the date on which the Client is in default, with a percentage that is equal to the statutory interest rate.

2.1.4 Complaints must be reported in writing to ExperienceTable ('BelevenisTafel') within 3 Business Days after receipt of the invoice. The payment obligation of the disputed invoice remains at all times.

2.1.5 ExperienceTable ('BelevenisTafel') has the right to suspend its activities and other obligations until full payment has been made, without prejudice to the Client's obligation to meet its obligations.

2.1.6 If ExperienceTable ('BelevenisTafel') is unable to deliver as a result of an omission on the part of the Client, ExperienceTable ('BelevenisTafel') has a right to charge a 1.5% interest payment on a monthly basis over the amount due.

2.1.7 The periodic payments are due as an advance at the time of conclusion of the agreement between the parties and will be charged to the Client in a properly specified manner prior to each new year or any other period that the agreement between the parties continues.

2.1.8 In the event that work is carried out at the offices of the Client or somewhere other than at the offices of ExperienceTable ('BelevenisTafel'), hourly wages, travel and waiting time allowances, the actually incurred travel and accommodation costs and other costs connected to the work based on the ExperienceTable ('BelevenisTafel') price list, are being charged. ExperienceTable ('BelevenisTafel') determines the method of transport.

2.1.9 Aforementioned provisions do not affect other rights ExperienceTable ('BelevenisTafel') has based on a shortcoming in the Client's compliance.

2.2 Price Changes

2.2.1 ExperienceTable ('BelevenisTafel') has the right to adjust the prices as stated in the agreement annually on January 1.

2.2.2 A price increase takes effect on January 1. ExperienceTable ('BelevenisTafel') will inform the Client of this increase 30 days prior to the new prices taking effect.

2.2.3 This price increase will take place on the basis of the consumer price index, series of all households, issued by the Centraal Bureau voor de Statistiek ("Central Bureau of Statistics" or CBS). To this end, the price valid up to the date of adjustment will be multiplied by a factor. This is obtained by dividing the above-mentioned price index figure of the month ending one month before the date of adjustment by the price index figure of the corresponding month of the previous year and rounding this factor up to the nearest whole euro.

2.3 Advance Payment

2.3.1 ExperienceTable ('BelevenisTafel') is entitled to charge an advance. If the advance is not paid in full, ExperienceTable ('BelevenisTafel') has a right, without prejudice to its other rights, to immediately suspend further implementation of the agreement and to demand an immediate fulfilment of payment of any and all things the Client owes to ExperienceTable ('BelevenisTafel'), for whatever reason.

2.4 Payment Term

2.4.1 Unless otherwise agreed, the following payment terms apply to the Client:

1. a) First instalment, 60% of the amount due must be paid as an Advance;
2. b) Second instalment, 40% of the amount due must be paid immediately after delivery.

2.5 Lease Terms

2.5.1 The duration of the contract is 36 months. Thereafter, the contract can be cancelled monthly, with the cancellation period of 1 month after the end of the month.

2.5.2 The products delivered always remain the property of ExperienceTable ('BelevenisTafel').

2.5.3 ExperienceTable ('BelevenisTafel') is responsible for the availability of the service or product offered during the contract period.

2.5.4 In the event of demonstrably incorrect use of the product or service or in the event of negligence on the part of the Client, ExperienceTable ('BelevenisTafel') will charge the costs incurred, including labour, for the repair.

2.5.5 Any adjustments or modifications to the service during the term are settled in the remaining term of the contract.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 Rights of ExperienceTable ('BelevenisTafel') and the Client

3.1.1 ExperienceTable ('BelevenisTafel') has the exclusive right to further develop ExperienceTable ('BelevenisTafel') Products and to make their use available to third parties through licenses.

3.1.2 For every order executed by ExperienceTable ('BelevenisTafel'), wherever and whenever, regardless of an existing Product being delivered, or a Product still to be developed, all resulting intellectual property rights, industrial property rights and other rights remain with ExperienceTable ('BelevenisTafel') and/or its supplier, unless the parties have expressly agreed otherwise.

3.1.3 The Client acknowledges that all current and future intellectual property rights, industrial property rights, other rights and the registration and/or application of the aforementioned rights and/or similar rights for the entire term and any extensions or renewals thereof, now or in the future, worldwide, always belong to ExperienceTable ('BelevenisTafel') or will be transferred to ExperienceTable ('BelevenisTafel').

3.1.4 The Client is not permitted to remove or change any indication regarding intellectual property rights, industrial property rights, other rights, brands and trade names from the Products, or to have such acts performed by a third party.

3.1.5 If ExperienceTable ('BelevenisTafel'), the Client or third parties make functional improvements or other modifications to the Products, the intellectual property rights, industrial property rights and other rights attached to the improved or modified Products in this case remain unchanged with ExperienceTable ('BelevenisTafel') or the third party entitled. If the aforementioned rights do not rest with ExperienceTable ('BelevenisTafel') or a third party entitled, the Client will arrange for the transfer of the aforementioned rights to ExperienceTable ('BelevenisTafel') or the third party entitled, free of charge.

3.1.6 ExperienceTable ('BelevenisTafel') reserves all intellectual property rights, industrial property rights and other rights with regard to the provided documentation. The Client is expressly not permitted to multiply this in any way, to give it to third parties or to lend it. The Client must ensure his employees and/or third parties will meet the aforementioned obligations.

3.2 Reservation

3.2.1 Rights, such as but not limited to the transfer of Products, are granted to the Client under the suspensive condition that the Client pays the agreed fees fully and in a timely manner. If a payment is not made, the Client, at their own expense, must return the Products to ExperienceTable ('BelevenisTafel') within one week, after being instructed to do so by ExperienceTable ('BelevenisTafel'). All other legal remedies remain applicable.

3.3 Disclaimer

3.3.1 ExperienceTable ('BelevenisTafel') will indemnify the Client against any action insofar as it is based on the proposition that the ExperienceTable ('BelevenisTafel') Products infringe a copyright applicable in the European Union. ExperienceTable ('BelevenisTafel') will pay the costs irrevocably determined in the final judgment and the assigned damages, provided the Client:

1. a) has notified ExperienceTable ('BelevenisTafel') of the claim in writing, immediately, but no later than 10 (ten) days after the alleged copyright infringement to the Client or that the Client has reasonably been able to take cognizance of this; and
2. b) leaves ExperienceTable ('BelevenisTafel') with the overall treatment of the case, including negotiations on a settlement.

If such an action is instituted or the possibility exists, ExperienceTable ('BelevenisTafel') reserves the right to acquire the license or sub-license right to the ExperienceTable ('BelevenisTafel') Product or to modify the ExperienceTable ('BelevenisTafel') Product so that it no longer infringes copyright in the European Union. If, in ExperienceTable ('BelevenisTafel') opinion, the foregoing options cannot reasonably be considered, ExperienceTable ('BelevenisTafel') can take back the ExperienceTable ('BelevenisTafel') Product that has been delivered against a refund of the compensation already paid for this ExperienceTable ('BelevenisTafel') Product, minus a reasonable fee for the use of the ExperienceTable ('BelevenisTafel') Product.

3.3.2 ExperienceTable ('BelevenisTafel') will not indemnify the Client against an action insofar as:

1. a) it is based on the statement that the Third Party Products delivered to the Client infringe an intellectual property right, industrial property right or other right that applies in the European Union or elsewhere;
2. b) what (delivered) by the Client is part of or delivered in conjunction with a product and this combination infringes an intellectual property right, industrial property right or other right that applies in the Netherlands or elsewhere;
3. c) the Client has made a change to or in the Product.

4. THIRD PARTY PRODUCTS

4.1 Third Party Products

4.1.1 ExperienceTable ('BelevenisTafel') has a right to provide Third Party Products or involve Third Party Products in the fulfilment of its obligations arising from the agreement. ExperienceTable ('BelevenisTafel') is not responsible for Third Party Products, unless otherwise agreed in writing.

4.1.2 In addition to these ExperienceTable ('BelevenisTafel') General Terms and Conditions, the Third Party General Terms and Conditions also apply to the agreement, if ExperienceTable ('BelevenisTafel') delivers Third Party Products to the Client.

4.1.3 ExperienceTable ('BelevenisTafel') provides rights to Third Party Products under the conditions as described in the Third Party General Terms and Conditions.

4.1.4 With regard to delivered Third Party Products, ExperienceTable ('BelevenisTafel') provides:

1. a) the service on Third Party Products, subject to a maximum of the same conditions that are stated in the Third Party General Terms and Conditions.
2. b) the warranty for the duration of the agreement and under no more than the same conditions as stated in the Third Party General Terms and Conditions.

4.1.5 Repairs of Third Party Products:

1. a) Under no circumstances replacement of delivered Third Party Products will take place, unless the Client explicitly requests this and pays the associated costs in advance.
2. b) Handling costs are associated with all repairs. If repairs are carried out somewhere other than at ExperienceTable ('BelevenisTafel'), travelling costs, hourly wages and other costs associated with this will also be charged, unless they are covered by the Third Party's warranty.

4.2 Third Party General Terms and Conditions

4.2.1 Third Party General Terms and Conditions that are declared applicable in these ExperienceTable ('BelevenisTafel') General Terms and Conditions will be sent on request. The Third Party General Terms and Conditions will be made available in the same format and language as received by ExperienceTable ('BelevenisTafel')

4.2.2 ExperienceTable ('BelevenisTafel') General Terms and Conditions rank above the Third Party General Terms and Conditions, unless otherwise indicated. In the event of a conflict between ExperienceTable ('BelevenisTafel') General Terms and Conditions and the Third Party General Terms and Conditions, ExperienceTable ('BelevenisTafel') may declare the relevant conflicting provisions in the Third Party General Terms and Conditions inapplicable or applicable.

5. DELIVERY AND SERVICE WORK

5.1 Service work

5.1.1 All service work will as a rule be carried out uninterruptedly and on Working Days during Office Hours and under normal working conditions.

5.1.2 For each uninterrupted period in which ExperienceTable ('BelevenisTafel') carries out work for less than 1 (one) hour at a location other than ExperienceTable ('BelevenisTafel'). ExperienceTable ('BelevenisTafel') is entitled to charge a minimum of 1 (one) hour. The term 'uninterrupted period' is applicable if the time in which no work is being performed does not exceed 1 (one) hour between the one period and the next period in which work is being done.

5.1.3 Work carried out outside of Office Hours is considered overtime. For overtime before or after Office Hours, the then applicable rate is increased by a surcharge of 50%. For overtime on Weekends and National Holidays, the then applicable rate is increased by a surcharge of 100%.

5.1.4 If it has been agreed that service work will take place in phases, ExperienceTable ('BelevenisTafel') is entitled to postpone the commencement of the work, which belong to a subsequent phase, until the Client has accepted the results of the preceding phase, in writing.

5.1.5 ExperienceTable ('BelevenisTafel') is only obliged to follow timely and responsibly given instructions from the Client when carrying out work, if this has been expressly agreed in writing. ExperienceTable ('BelevenisTafel') is not obliged to follow instructions that change or add to the content or scope of the agreed work; however, if such instructions are followed, the relevant work will be reimbursed on the basis of Subsequent Calculation.

5.1.6 ExperienceTable ('BelevenisTafel') has a right to engage third parties for the execution of service work without the express permission of the Client.

5.2 Advice

5.2.1 All Products that can be considered advice or have an advisory nature, will only be provided to the best of our knowledge and ability.

5.2.2 ExperienceTable ('BelevenisTafel') is not responsible and/or liable if the work resulting from the advice means that a project of the Client cannot be completed within the set budget, the set time and any other predetermined conditions.

5.2.3 ExperienceTable ('BelevenisTafel') will give advice based on the preconditions indicated by ExperienceTable ('BelevenisTafel') and information obtained from the Client as stated in Article 1.5. If it appears that not all relevant information has already been obtained and/or if other problems and/or insights may occur, such as but not limited to incompatibility problems (products that are incompatible with each other), the advice given can be adapted to this new situation.

5.3 (Delivery) Terms

5.3.1 All (delivery) terms specified by ExperienceTable ('BelevenisTafel') and applicable to ExperienceTable ('BelevenisTafel') have been determined to the best of ExperienceTable ('BelevenisTafel') knowledge on the basis of the information provided to ExperienceTable ('BelevenisTafel') and will be observed as much as possible.

5.3.2 (Delivery) terms are therefore not regarded as strict deadlines within which delivery must take place, but as terms within which ExperienceTable ('BelevenisTafel') will strive to do its best to deliver what has been agreed, unless otherwise agreed in writing. If there is a possibility that any delivery term will be exceeded, ExperienceTable ('BelevenisTafel') and the Client will consult on a new delivery term as soon as possible.

5.3.3 ExperienceTable ('BelevenisTafel') exceeding of any applicable (delivery) term never implies an attributable shortcoming on the part of ExperienceTable ('BelevenisTafel') Under no circumstances does ExperienceTable ('BelevenisTafel') accept liability if a (delivery) term may be exceeded.

5.4 Installation and Implementation

5.4.1 ExperienceTable ('BelevenisTafel') will only install and/or implement the Products, or have them installed and/or implemented, if so agreed in writing.

5.4.2 Before installation and/or implementation can be carried out, the Client shall ensure, at their own expense, that all conditions specified by or through ExperienceTable ('BelevenisTafel') are met in order to achieve a successful installation and/or implementation.

5.4.3 The Client will take care of and is fully responsible for ensuring that the required Third Party General Terms and Conditions are met to allow for a lawful installation.

5.4.4 If, due to the actions of the Client, the installation and/or implementation has not been able to take place within the agreed time, the Client will make payments as if the installation and/or implementation has taken place, without prejudice to ExperienceTable ('BelevenisTafel') obligations to determine a different time for installation and/or implementation.

5.5 Additional Work

5.5.1 If a party wishes to implement a project change, the party must submit this request for change to ExperienceTable ('BelevenisTafel') in writing. ExperienceTable ('BelevenisTafel') must then give a formal (written) agreement including associated financial and non-financial consequences.

5.5.2 If ExperienceTable ('BelevenisTafel') is of the opinion that a project change indicated by the Client is considered additional work, ExperienceTable ('BelevenisTafel') will notify the Client of this before proceeding with the implementation. The Client will always decide on the proposed additional work as soon as possible.

5.5.3 Contrary to what has been stated above, the Client is deemed to have agreed to the execution of additional work and the associated costs if the Client was aware of the fact that a project change was additional work and had this done without first having stated not wanting additional work.

ARTICLE 2

1. EQUIPMENT

1.1 Selection of Equipment

1.1.1 The Client bears the risk of the selection of the Equipment purchased, unless otherwise agreed in writing. ExperienceTable ('BelevenisTafel') does not guarantee the Equipment is suitable for the use intended by the Client, unless the purposes of use are clearly and unreservedly specified in the agreement.

1.1.2 ExperienceTable ('BelevenisTafel') will deliver the Equipment, as selected by the Client and included in the agreement, along with all documentation and manuals.

1.1.3 The Client is prohibited from modifying, moving and/or connecting the Equipment in any way whatsoever, to other software and/or equipment not supplied by ExperienceTable ('BelevenisTafel'), on their own and/or through third parties, without receiving prior written approval from ExperienceTable ('BelevenisTafel'). All costs of the (re)installation and/or (re)implementation after any modification and/or relocation of the Equipment will be borne by the Client.

1.2 Installation and/or Implementation of Equipment

1.2.1 Installation and/or implementation of Equipment is exclusively handled by ExperienceTable ('BelevenisTafel') unless otherwise agreed in writing.

1.2.2 The Client ensures an environment that meets the requirements specified by ExperienceTable ('BelevenisTafel') for the Equipment (e.g. concerning temperature, humidity, technical environment requirements, etc.).

1.2.3 Prior to delivery of the Equipment, the Client will provide a suitable installation site with all necessary facilities, such as cabling, telecommunication facilities, electricity, cooling, heating, lockable dry storage space, in accordance with the Working Conditions Act and regulations, and follow all the necessary instructions for installation as provided by ExperienceTable ('BelevenisTafel').

1.2.4 The Client shall be liable for all damages as a result of the loss, theft, burning or damaging of tools, materials and other property present at the location where the work is performed.

1.3 Warranty

1.3.1 ExperienceTable ('BelevenisTafel') only sells Equipment from third parties. The warranty applicable to Third Party Products is in any case limited to the warranty as set out in the Third Party General Terms and Conditions applied by the suppliers of Third Party Products. ExperienceTable ('BelevenisTafel') functions as a point of contact between the Client and the third-party supplier in the event of problems during the warranty period. After the warranty period, all activities are performed by ExperienceTable ('BelevenisTafel') on the basis of Subsequent Calculations.

2. Maintenance and Support for Equipment

2.1 Maintenance

2.1.1 ExperienceTable ('BelevenisTafel') offers the Client the opportunity to purchase Maintenance on Equipment. The agreement states whether the Client has purchased Maintenance on Equipment. If the Client has purchased Maintenance on Equipment, the following articles apply.

2.1.2 Maintenance on Equipment takes place on the basis of a periodic advance payment and what is specified below.

2.1.3 Maintenance includes the, to the best of its ability, resolving of any Defects, within a reasonable period of time, that have been duly reported to ExperienceTable ('BelevenisTafel') by the Client. The term 'Defect' will only apply if the failure can be demonstrated and reproduced by the Client.

2.1.4 Immediately after the occurrence of a Defect in the Equipment, the Client will notify ExperienceTable ('BelevenisTafel') of this by means of a detailed description of the Defect prepared by a competent employee of the Client.

2.1.5 ExperienceTable ('BelevenisTafel') reserves the right, among other things, to suspend its Maintenance Obligations for the duration during which circumstances arise at the place of installation of the Equipment that, according to ExperienceTable ('BelevenisTafel'), bring risks with regard to the safety or health of ExperienceTable ('BelevenisTafel') employees.

2.1.6 ExperienceTable ('BelevenisTafel') has the right to refuse the provision of Maintenance if the Equipment, or the environment in which the Equipment operates, has been modified by the Client in any form or in whatever way.

2.1.7 Replacement of parts takes place if, according to ExperienceTable ('BelevenisTafel'), this is necessary to resolve or prevent Defects. The replaced parts become or remain the property of ExperienceTable ('BelevenisTafel'), unless otherwise agreed in writing.

2.1.8 At the request of ExperienceTable ('BelevenisTafel'), a competent employee of the Client will be present for consultation during Maintenance Work. The Client has the right to be present during all work to be performed for the Client.

2.1.9 The Client bears the risk of loss, theft or damage to the Equipment for as long as ExperienceTable ('BelevenisTafel') has it in possession while performing Maintenance Work. It falls under the Client's own responsibility whether to insure this risk. Before offering the Equipment to ExperienceTable ('BelevenisTafel') for maintenance, the Client is responsible for making a proper and complete backup of all software and data on the Equipment.

2.1.10 Work due to the investigation or repair of Defects resulting from improper use of the Equipment or from external causes, such as defects in communication lines or power supply, or any links with or use of equipment, software or materials that are not covered by the agreement, are not part of the obligations of ExperienceTable ('BelevenisTafel') under the agreement, and will be executed on the basis of Subsequent Calculation.

2.1.11 The Costs of Maintenance do not include:

1. a) the replacement costs of parts, as well as maintenance services for the repair of errors caused in whole or in part by attempts to repair by someone other than ExperienceTable ('BelevenisTafel') or a third party designated by ExperienceTable ('BelevenisTafel');
2. b) modifications to Equipment;
3. c) moving, relocation, reinstallation of Equipment or work as a result thereof.

2.1.12 Work for partial or total overhaul of the Equipment does not fall under Maintenance but is carried out after consultation between parties.

2.2 Support

2.2.1 Support for Equipment includes giving verbal (telephone) and written (e-mail) advice regarding the use and operation of the Equipment and, if necessary, coordinating additional support and maintenance with the third-party supplier on the Equipment. Support is in principle based on a periodic advance payment.