



## General Terms and Conditions Team Embedded V.O.F.

Filed with the Chamber of Commerce Gooi-, Eem- and Flevoland on 22 December 2008 under number 32139268. These Terms and Conditions can be viewed also at <http://www.team-embedded.com>.

### 1 Contract

- 1.1 These General Terms and Conditions form an integral part of all legal relationships (the contracts for services and all offers and quotations) entered into between Team Embedded VOF (hereinafter referred to as: "Team Embedded"), having its registered office at Presidentstraat 7, 1312 AN in Almere, and the Client.
- 1.2 The Client is the party entering into or concluding a contract with Team Embedded.
- 1.3 The applicability of the Client's purchase or other terms and conditions is hereby expressly excluded.
- 1.4 Deviations from or additions to these General Terms and Conditions are only valid if they are explicitly agreed in writing.
- 1.5 Team Embedded is entitled, after approval by the Client, to use the Client's company name and logo as well as a description of the contract in its commercial material.
- 1.6 If any provision of these General Terms and Conditions is null and void or avoided, the other provisions of these General Terms and Conditions will remain in full force and effect. The parties will, in mutual consultation, replace the relevant provision with a provision that is legally valid and is as close as possible to the purpose and meaning of the original provision.
- 1.7 Team Embedded may always amend these General Terms and Conditions. The amendments will enter into force one month after announcement thereof. Client will be informed in writing of the amendments. If the Client does not agree with the amendments, the Client is entitled, up to the time of entry into force of the amendments to dissolve the agreement with effect from the date upon which the amendments entered into force without this resulting in any right to compensation on the part of the Client.
- 1.8 These General Terms and Conditions also apply to additional or subsequent contracts from the Client.

### 2 Offers/quotes and contracts

- 2.1 All offers and quotes made by Team Embedded are without undertaking unless explicitly agreed otherwise in writing. Contracts are only binding if they have been confirmed by Team Embedded in writing.
- 2.2 Should the Client cancel the whole or part of the contract, the Client is bound to pay for the activities carried out in preparation thereof, including but not limited to the work performed and the costs incurred.
- 2.3 All offers/quotes made by Team Embedded are valid for one (1) month after the date of the offer/quote, unless agreed otherwise in the offer/quote.



### **3 Confidentiality**

- 3.1 The parties undertake to handle all information placed at their disposal, which they know or could reasonably know to have a confidential nature, with strict confidentiality, unless a statutory duty dictates disclosure of this information. The party receiving the confidential information will only use this information for the purpose intended. Information is, in any event, deemed confidential if it is so marked.
- 3.2 Confidential information does not include information that was public knowledge at the time of or after disclosure. Furthermore, it does not include information placed at the disposal of the recipient party by a third party not subject to a confidentiality obligation, or information upon which no confidentiality obligation was imposed.

### **4 Right of ownership**

- 4.1 All assignable rights of ownership (including, in any event, copyrights) to all materials including but not limited to analyses, documentation and reports submitted by Team Embedded to the Client will remain vested in Team Embedded, unless explicitly agreed otherwise in writing.

### **5 Retention of title**

- 5.1 Team Embedded will retain title to the property delivered to or created for the Client until all sums of money owed by the Client for property delivered or work performed pursuant to the contract and the sums of money referred to in article 8.5 have been paid to Team Embedded in full. Rights will be granted or, as appropriate, transferred to the Client each time on condition that the Client makes full payment as agreed and in good time.

### **6 Execution of contract**

- 6.1 The Client must always provide Team Embedded with all data and information deemed necessary for execution of the contract.
- 6.2 The Client warrants the correctness, completeness and reliability of the information that he/she/it provides to Team Embedded.
- 6.3 Should the Client fail to provide Team Embedded with the necessary information, or fail to provide it in time or in accordance with the agreements reached, Team Embedded may suspend execution of the contract and may charge the Client for all extra costs incurred in this respect.
- 6.4 The contract accepted by Team Embedded is an obligation to perform to the best of one's ability and it is not an obligation to achieve result. Team Embedded will, as may be expected, do its utmost to execute the contract to the best of its ability and with due care.

### **7 Time limits, amendments and contract extras**

- 7.1 All periods of time referred to by Team Embedded will be determined to the best of its knowledge on the basis of the information available to it at the time of entry into the contract. Team Embedded will do its utmost to observe the time limits agreed to. Team Embedded is not bound to time limits that cannot be met because of circumstances that arose after commencement of the contract, unless those circumstances are expressly for the risk of Team Embedded. If there is risk that any time limit will be exceeded, parties will consult as soon as possible. The mere exceeding of a time limit agreed or referred to will not result in a breach of contract on the part of Team Embedded.
- 7.2 Should the Client wish the contract to be amended, it/he/she is obliged to communicate these amendments to Team Embedded in writing as soon as possible.



- 7.3 Should Team Embedded deem it necessary to amend the contract for the proper execution of the contract, it will consult with the Client as soon as possible.
- 7.4 The Client accepts and acknowledges that if the parties agree in writing to amendment of the contract, this amendment could affect the completion time of the contract. In such case Team Embedded will inform the Client as soon as possible in this respect.
- 7.5 Should amendment of the contract result in extra costs being incurred, parties will consult with each other. All agreed extra costs will be borne by the Client.

## 8 Price and payment

- 8.1 The Client is obliged to pay Team Embedded a fee (based on time spent) and compensation for costs incurred on its/his/her behalf. All prices exclude Dutch VAT and other government levies imposed. Payment may not be deferred or setoff.
- 8.2 Payment will take place pursuant to contract confirmation, unless agreed otherwise in writing.
- 8.3 The invoice must be settled within thirty (30) days of the invoice date.
- 8.4 Team Embedded reserves the right to increase their rates annually with effect from 1 January based on inflation adjustment and the average wage increases.
- 8.5 Should the Client fail to make payment within the period referred to in article 8.3, it/he/she is deemed to be in breach of contract and it/he/she is, without further notice of default, liable to pay legal interest on the invoice sum pursuant to article 6:119a of the Dutch Civil Code. Any extra-judicial costs incurred by Team Embedded exceeding the costs for sending a letter of demand or a settlement proposal that is not accepted, will be borne by the Client.

## 9 Liability

- 9.1 In the event of an attributable breach of contract, Team Embedded is only liable to compensate direct damage which is understood to mean:
  - i. costs incurred by the Client to repair the breach, this alternative compensation will not be paid if the contract is dissolved by or on the demand of the Client;
  - ii. reasonable costs incurred by the Client for prevention or limitation of loss or damage insofar as such assessment relates to direct damage as defined in these General Terms and Conditions;
  - iii. reasonable costs incurred by the Client for assessment of the cause and extent of the damage insofar as the Client can prove that these costs led to limitation of direct damage as defined in these General Terms and Conditions
- 9.2 Team Embedded is never liable for any other form of compensation including additional compensation in whatsoever form, such as compensation for indirect or consequential loss or compensation for loss of profit. Furthermore, Team Embedded is never liable for damage and/or loss suffered due to delays, or because time limits were exceeded a result of a change in circumstances, damage and/or loss due to loss of data or due to insufficient cooperation or information on the part of the Client and damage and/or loss suffered because of information or advice provided by Team Embedded, the content of which does not expressly form part of the written contract.

Team Embedded's liability for damages ensuing from an attributable failure to perform or an unlawful act is limited to the amount to be paid out under Team Embedded's professional limited liability policy plus the excess, which is to be borne by Team Embedded.
- 9.3 Insofar payment is not made by the insurers, Team Embedded will only be liable for the fees invoiced and to be invoiced (excluding Dutch VAT) under the contract. If the contract is a continuing performance contract with a period of more than one year, the agreed fee for the contract will be determined on the



basis of the payments (excluding Dutch VAT) agreed for one year. The total compensation for direct damage will never be more than EUR 10.000 (ten thousand euros).

- 9.4 The restrictions referred to in the aforementioned articles will cease to apply if and insofar as the damage suffered is the result of wilful misconduct or gross negligence on the part of Team Embedded.
- 9.5 Damage will only qualify for compensation if Team Embedded is notified by the Client thereof in writing as soon as possible after it occurs. Any claim made by the Client against Team Embedded for damages will lapse one year after occurrence of the damage.
- 9.6 The Client indemnifies Team Embedded against all damage and/or loss that Team Embedded might suffer as a result of claims made by third parties, including claims made by third parties because of damage suffered by those third parties as a result of deficient services provided by Team Embedded to the Client.

## 10 Force Majeure

- 10.1 Team Embedded is not obliged to fulfil any obligation towards the Client if it is impeded from doing so as a result of circumstances beyond its control and for which it cannot be held responsible, either by law, act of law or generally accepted practice.
- 10.2 Circumstances as defined in article 10.1 include, but are not limited to, a non-attributable breach of contract on the part of Team Embedded's suppliers, or the incapacity for work of Team Embedded's employee(s) who, on conclusion of this contract, were personally entrusted with the execution of this contract.
- 10.3 During the force majeure situation all delivery and other obligations on the part of Team Embedded will be suspended. If such force majeure situation continues for longer than four (4) weeks, the contract may be dissolved by either party without judicial intervention. All work performed under the contract will, in any event, be proportionately paid without the other party being entitled to claim compensation.

## 11 Dissolution

- 11.1 Either party may only dissolve the contract in whole or in part if the other party, always in each case on receipt of a proper and comprehensive written notification of default stipulating a reasonable period of time within which the breach may be remedied, fails imputably to fulfil its essential obligations under the contract and/or these General Terms and Conditions.
- 11.2 Either party may terminate the contract in writing without judicial intervention and with immediate effect if:
  - the other party is or is not granted a provisional moratorium on payments;
  - a petition for bankruptcy is filed against the other party;
  - if the other party's company is liquidated or terminated other for the purpose of reconstruction or amalgamation of companies;
  - the other party is no longer able to freely dispose of its capital on account of an attachment or any other measure.

Team Embedded is never bound to refund any monies paid and it is never liable to pay any form of compensation whatsoever because of this dissolution.

- 11.3 The Client is obliged to pay for the work properly performed within the context of the contract, which will become immediately due and payable on the date of dissolution.
- 11.4 None of this affects any other rights accruing to Team Embedded, including its right to compensation of



the damage and/or loss suffered as a result of the dissolution.

## **12 Text General Terms and Conditions**

- 12.1 These General Terms and Conditions have been translated into the English and the Dutch languages. Should there be a dispute on the content or purport of the General Terms and Conditions, the Dutch text will prevail.

## **13 Applicable law and disputes**

- 13.1 All contracts entered into between Team Embedded and the Client will be governed by the laws of the Netherlands.
- 13.2 All disputes arising from or in connection with the contracts entered into between Team Embedded and the Client will be brought exclusively before the competent court in Amsterdam.