

BBNED NV General Conditions of Purchase

Article 1. Applicability

1.1. These General Conditions of Purchase apply to all requests, proposals and offers and form an integral part of all agreements that BBNED NV ("BBNED") concludes with the supplier ("Supplier") named in a written purchase order or request in which BBNED is a prospective buyer, buyer or client and Supplier is a prospective seller, seller or contractor. Departures from these General Conditions of Purchase ("the General Conditions") shall apply only to the extent agreed by parties in writing and only to the agreement concerned. General conditions of Supplier, regardless of the name given to them, shall not apply to the Agreement. The term "Products" used in the General Conditions means both goods and the results of services and work orders accepted by Supplier. "Agreement" means any agreement established between Supplier and BBNED subject to the General Conditions. The provisions of the General Conditions leave intact all rights of BBNED at law.

Article 2. Establishment of the Agreement

2.1. Offers submitted by Supplier shall be firm offers that bind Supplier towards BBNED. An Agreement between Supplier and BBNED shall be established on written acceptance by BBNED of Supplier's offer on despatch of the BBNED purchase order. Without a prior offer of Supplier, the Agreement shall be established on receipt by BBNED of a copy of the purchase order signed by Supplier within 14 days of despatch, or on delivery of the Products by Supplier within this period in accordance with the BBNED order instructions. Fax messages shall be deemed equivalent to written documents for the purposes of this article. If BBNED places an order orally or by e-mail, however, the Agreement shall not be established until despatch of the BBNED purchase order.

Article 3. Delivery, risk and transfer of ownership

3.1. Supplier shall make each delivery punctually at the agreed time or within the agreed term carriage paid (DDP, Incoterms 2000) to the delivery address stated in the BBNED purchase order. Unless otherwise agreed, partial deliveries shall not be allowed. All agreed delivery dates and terms shall be construed as deadlines and Supplier shall automatically be at default at law without further notice by the act of failing to meet a deadline. Each delivery shall be complete and accompanied by, if applicable, a properly itemised packing note and all related documentation such as quality certificates, guarantee certificates, maintenance books, instruction books, drawings and manuals.

3.2. If Supplier fails to deliver, deliver in full or deliver properly at the agreed time or within the agreed term, Supplier shall owe a penalty, without further reminder, warning or notice of default, equal to 0.5% of the agreed price for every working day of delay, subject to a maximum of 10% of the order value. This penalty shall leave intact the rights of BBNED to claim compensation and its right to require complete fulfilment, or both. Supplier shall inform BBNED in writing as soon as Supplier knows or by reasonable standards may be expected to know that a delay will occur in the delivery of the Products and shall state the reasons for the delay, describe the measures taken and to be taken by Supplier to avoid the delay and give a new delivery date. These measures shall leave intact the rights of BBNED under Article 10.

3.3. All goods shall be properly packed and, unless otherwise agreed, delivered in the original packaging. Supplier shall take back packaging materials at the request of BBNED. If such a request is made, the packaging materials shall be sent back for the account and risk of Supplier.

3.4. The risk of loss of or damage to goods shall transfer to BBNED on delivery after BBNED has signed the relevant transport documents confirming delivery. If ready-for-service installation has been agreed in respect of the goods ordered by BBNED, however, the risk shall transfer at ready-for-service delivery or, if such was agreed, after both parties have signed the Notice of Acceptance. If BBNED does not accept goods, the risk shall transfer back to Supplier three days after despatch by BBNED to Supplier of the message stating that the goods are ready for collection.

3.5. Ownership of goods deliverable by Supplier shall transfer from Supplier to BBNED at the time of delivery to or payment by BBNED, whichever occurs earlier.

Article 4. Delivery, risk and payment

4.1. Prices stated on the BBNED purchase order shall be firm prices exclusive of VAT and payable in the currency indicated.

4.2. All invoices shall be sent to the invoice address stated in the BBNED purchase order and shall refer to the BBNED purchase order and order number. Invoices shall be properly itemised.

4.3. Payment shall be made within forty (40) days of receipt of the invoice, or, if receipt and acceptance of the goods occur later, within forty (40) days of receipt and acceptance of the goods. Payment by BBNED shall not relieve Supplier of any obligations under the guarantee or any liability and

shall leave intact the rights of BBNED under the Agreement.

4.4. BBNED shall have the right to offset any amounts owed to Supplier against demonstrably valid claims that BBNED has on Supplier.

Article 5. Approval and acceptance

5.1. For determination of whether the Products meet the requirements under the Agreement, BBNED shall be afforded an opportunity for ten (10) working days after delivery (or such other period as parties may have agreed with each other in writing) to perform or commission inspections, checks and tests in respect of the Products. BBNED shall have the right to reject the Products through written notification of Supplier if, during the aforementioned period, BBNED establishes that the Products fail in any way to meet the requirements under the Agreement. In the absence of such written notification, the Products shall be deemed to have been accepted on expiry of the aforementioned period of ten working days. Acceptance shall leave intact the other rights of BBNED under the General Conditions and, in particular, its rights under Article 7 ("Guarantee").

5.2. If Products are rejected in the way referred to above, BBNED shall have the right, at its discretion, to dissolve the agreement or permit Supplier to replace, repair or modify them (at the choice of BBNED) in a way that makes them meet the requirements of the Agreement. Such permission shall leave intact the rights of BBNED to claim compensation and penalties.

Article 6. Ownership

6.1. All sketches, drawings, models, designs, specifications, data, documents and other company information provided by BBNED to Supplier for the establishment and purpose of the Agreement shall be used by Supplier only for the purpose for which provided by BBNED and shall remain the property of BBNED. Supplier shall return all such items and materials to BBNED at its first request or, if such a request is not received, not later than at the time of acceptance by BBNED of delivery under the Agreement.

Article 7. Guarantee

7.1. Supplier guarantees that the Products shall be free of all encumbrances and restrictions and of limitations ensuing from patents, explicitly including but not confined to copyrights and other intellectual property rights, and that the object, composition and quality of the delivered Products shall in every respect meet the applicable requirements of laws and/or government regulations as may be applicable at the time of delivery. Supplier further guarantees that the

delivered Products shall meet the prescribed specifications and the promised product properties, that they shall be suitable for the purpose intended by BBNED and that the usability of the delivered Products, insofar as they are computer Products, shall not be affected in any way by the change of century, either before or after 1st January 2000. Supplier guarantees that the delivered goods shall not exhibit any design, material and/or manufacturing errors for a period of twelve (12) months after acceptance by BBNED (or, if longer, the guarantee period of Supplier, or such different period as may have been agreed in writing by Supplier and BBNED). If BBNED informs Supplier that the goods fail to meet the foregoing requirements, Supplier shall repair the Products immediately at no cost to BBNED or, at the discretion of BBNED, replace the Products. Products replaced under the terms of the guarantee shall be guaranteed for a period that commences from the moment of delivery of the replacement Products. Goods shall be returned to Supplier at the risk and expense of Supplier. These provisions leave intact the rights of BBNED under Article 10.

Article 8. Liability and indemnification

8.1. Supplier shall be liable for and indemnify BBNED against claims by third parties regarding any damage that BBNED and/or third parties incur directly or indirectly (explicitly including but not confined to loss of sales and/or profits, business damage and other consequential damage) resulting from a defect in a Product that causes it to fail to provide the safety that may be expected of it, or resulting from any imputable shortcoming by Supplier in the performance of any obligation under the Agreement, or from any act or omission by Supplier, his personnel or persons used in the performance of the agreement. For the purposes of this Article, employees and workers of BBNED shall be considered third parties.

8.2. Supplier shall indemnify BBNED against claims arising from infringement or alleged infringement of Products delivered by Supplier of the intellectual and/or industrial property rights or other rights of third parties and shall reimburse BBNED for all damage caused by such infringement. Without prejudice to the foregoing, Supplier shall, if the Products infringe third-party rights, make every effort to ensure, at no cost to BBNED, the further uninterrupted usability of the Products. If this proves impossible, Supplier shall, at his expense, acquire for BBNED replacement Products that in all respects are equivalent to the infringing Products.

8.3. Supplier shall take out sufficient insurance cover for the liability for damage within the meaning of Article 8.1 and shall allow BBNED at its first request to inspect a copy of the policy or policies

concerned and show proof of payment of the premiums.

Article 9. Cancellation or alteration of an order

9.1. BBNE D shall have the right to cancel, alter (in full or in part) or require later delivery of an order free of charge by providing written notification not later than ten (10) working days prior to the agreed time of delivery or commencement of the delivery term.

Article 10. Dissolution of the Agreement

10.1 Without serving notice of default or seeking recourse to the courts, BBNE D shall have the right to dissolve the agreement, in full or in part, with immediate effect, by written notification of Supplier, if (a) Supplier fails to meet, meet on time or meet properly any obligation under the Agreement, and/or (b) Supplier has been declared bankrupt, is the subject of a petition for bankruptcy, has been granted or petitioned for a suspension of payments, his company is liquidated or his property seized, or if all or part of the business of Supplier transfers to a third party in any way whatsoever. Except where a shortcoming is not imputable to Supplier, Supplier shall reimburse BBNE D for all costs and damage, including the costs of legal assistance provided by lawyers, resulting or ensuing from any failure by Supplier to fulfil its obligations under the Agreement. Shortcomings not imputable to Supplier within the meaning of this Article shall exclude any failure, imputable or otherwise, by suppliers of Supplier, sickness of personnel of Supplier or his suppliers, machine or production problems other than at Supplier's own organisation as a result of war, natural disasters or fire or explosions not imputable to Supplier, strikes and in general any causes that by reasonable standards must remain for the account and risk of Supplier.

Article 11. Transfer

11.1. Without the prior written permission of BBNE D, Supplier shall not transfer the Agreement or any obligations thereunder to third parties or have such obligations performed by third parties, either in full or in part. BBNE D reserves the right to attach conditions if it chooses to allow such transfer.

Article 12. Confidentiality

12.1. Supplier shall keep strictly confidential all business information and data from and about BBNE D that have come or may as yet come into his possession as a result of or in connection with the Agreement. Supplier shall impose the same confidentiality obligation on his personnel and any third parties whose services he used for performance of the Agreement.

Article 13. Publicity

13.1 Without the explicit prior written permission of BBNE D, Supplier shall refrain from publicising the fact that he supplies or has agreed to supply Products to BBNE D under the Agreement.

Article 14. Forfeiture and/or relinquishment of rights

14.1. To the extent that one party has not explicitly required the other party to meet certain obligations regarding the Agreement, this circumstance shall not be construed as the first party having waived its rights to such provisions and shall not give the other party the right to derive any rights from such a circumstance now or in the future.

Article 15. Nullity

15.1. If a court of law rules that one or more of the provisions of the Agreement are null and void, are inoperative or are not binding, the other provisions of the Agreement shall survive in full. If such a situation arises, parties shall endeavour to replace the nullified, inoperative or non-binding provisions by valid provisions resembling as closely as possible the object of the nullified or non-binding provisions and of the Agreement as a whole.

Article 16. Written notifications

16.1. All written notifications concerning the Agreement shall be sent to the address of the other party stated on the purchase order in a way such that despatch of the notifications is provable by such means a proof of delivery.

Article 17. Titles and sequence

The titles and sequence of Articles in the General Conditions are intended solely to provide a clear presentation and do not form a material part of the Agreement and cannot be used in the interpretation thereof.

Article 18. Applicable law and resolution of disputes

18.1 The Agreement and all contracts resulting therefrom shall be subject solely to Dutch law, except for the United Nations Convention on Contracts for the International Sale of Goods established at Vienna on 11th April 1980 (Treaty Series 1986, 61). Any disputes that parties are unable to resolve amicably despite having exercised all reasonable efforts shall be placed before a competent court of law at Amsterdam.

Supplementary conditions of Agreements for performance of some services and of Agreements for ordering/contracting work

Article 19. Applicability of supplementary conditions

19.1. The supplementary conditions apply to all requests for, offerings of and Agreements with BBNED under which BBNED acts as the client for services, contracts or work performable by Supplier. For the purposes of these supplementary conditions, the personnel of Supplier shall additionally include any third parties used by Supplier for performance of the Agreement.

Article 20. Personnel

20.1 Supplier guarantees that personnel used for performance of the Agreement shall meet the requirements laid down by BBNED and, in general, the generally accepted requirements of professional proficiency and expertise. If BBNED requests the replacement of personnel of Supplier on reasonable grounds, Supplier shall arrange adequate replacement as soon as possible.

20.2. With regard to amounts payable by BBNED to Supplier, BBNED shall not owe Supplier any amounts by way of social security contributions or taxes. Supplier shall meet on time all obligations concerning social security regulations, contributions/prepayable contributions, payroll tax deductions, VAT payments and all other taxes and/or duties and payment thereof. Supplier shall indemnify BBNED against all third-party claims and against the costs of legal assistance reasonably incurred by BBNED, for legal proceedings and other purposes, and any related costs, arising from failure to meet the provisions contained in this clause.

Article 21. Sites and buildings

21.1. Supplier shall ensure that his personnel meet all BBNED company and safety rules, including the rules applicable to use of the BBNED computer infrastructure by non-BBNED personnel. The personnel of Supplier shall follow all instructions given by BBNED employees.

21.2. Unless caused deliberately or by gross negligence by BBNED, BBNED shall not be liable for any damage of any kind caused to Supplier and/or his personnel.

Article 22. Applicable legislation and licences

22.1. Supplier shall meet all applicable laws and regulations during performance of obligations and activities under the Agreement, including but not confined to all legislation concerning safety, working conditions, the environment, social security insurances and the supply of labour, and shall hold all licences

and permits prescribed by government authorities in respect of these matters.

Article 23. Tools and equipment

23.1. If BBNED provides Supplier with tools and/or equipment for performance of the Agreement, the items concerned shall remain the property of BBNED and may be used solely by Supplier and his personnel and to the extent necessary for performance of the Agreement. Supplier shall return all such items to BBNED at its first request and, if such a request does not reach Supplier, not later than at the time of acceptance by BBNED of the delivery made under the Agreement.

23.2. Unless caused deliberately or by gross negligence by BBNED, BBNED shall not be liable for any damage of any kind caused to Supplier, his personnel and/or third parties as a result of the tools and equipment made available by BBNED and/or their use by Supplier and/or his personnel.

Article 24. Property rights

24.1 The copyright to all works produced by Supplier and/or its personnel for the purposes of the Agreement, including but not confined to computer software, algorithms, texts, etcetera, shall accrue in all instances to BBNED. Supplier shall transfer and relinquish all such copyrights to BBNED. To the extent that a deed is required for such transfer, Supplier shall at first request of BBNED co-operate in the transfer of such rights at the expense of BBNED. If Supplier (including his personnel) makes inventions capable of being patented during work performed for BBNED, he shall relinquish such rights in favour of BBNED and, at the expense of BBNED, shall provide all co-operation reasonably necessary to enable BBNED to apply for a patent. Supplier shall indemnify BBNED against third-party claims arising from infringement or alleged infringement of intellectual property rights held by third parties in materials, documents and computer software produced by Supplier (including his personnel and any third parties engaged by him).

These English version is a translation for convenience purposes only. Rights can only be derived from the Dutch 'bbned Inkoopvoorwaarden' (General Conditions of Purchase), lodged with the Chamber of Commerce at Amsterdam under number 34137310.