

Perceptive Security BV – General Terms and Conditions

Drafted on 21 march 2016

General Terms and Conditions of Perceptive Security BV, established at Dwergbieslaan 24, 3452 AK, in Vleuten, the Netherlands, registered with the Chamber of Commerce under number 64764931.

Definitions

In these General Terms and Conditions, the following terms are used as defined below, unless explicitly stated otherwise.

General Terms and Conditions: The General Terms and Conditions as stated below.

Perceptive Security BV: Perceptive Security BV, registered with the Chamber of Commerce under number 64764931.

Service: All work, of whatever form, that Perceptive Security BV has carried out for, or for the benefit of, the Client.

Honorarium: The financial reimbursement that is agreed with the Client for the performance of the assignment.

Assignment: The contract of instruction to provide services.

Contract: Any contract entered into between Perceptive Security BV and the Client.

Products: All items that are the subject of the Contract entered into between Perceptive Security BV and the Client.

Client: The one who has accepted the validity of these General Terms and Conditions and has purchase the product and/or had given instructions for the provision of the Service.

Article 1 Scope

1. These General Terms and Conditions apply to every quotation and Contract entered into between Perceptive Security BV and the Client, unless the parties are departed from the General Terms and Conditions explicitly and in writing.
2. These General Terms and Conditions are also applicable to contracts with Perceptive Security BV for the implementation of which third parties must be involved.
3. The applicability of any of the Client's purchasing conditions or other general terms and conditions is expressly excluded.
4. If one or more provisions of these General Terms and Conditions are void or voidable, the other provisions of these General Terms and Conditions remain in effect. In this event, Perceptive Security BV and the Client will consult with each other to agree new provisions to replace the void or voided ones.
5. Departures from the Contract and the General Terms and Conditions are only valid if they are explicitly agreed with Perceptive Security BV in writing.

Article 2 Quotations

1. Quotations should preferably be made in writing and/or electronic form, unless pressing circumstances make this impossible.
2. The quotation will apply as long as the stocks last.
3. Perceptive Security BV cannot be held to its quotations if the Client, in accordance with the requirements of reasonableness and fairness and generally accepted standards, should have understood that the quotation or an element thereof contains a manifest fault or clerical error.
4. If the acceptance departs from the offer included in the quotation, whether or not on points of minor importance, then Perceptive Security BV is not bound by this. The Contract then does not come into being in accordance with this differing acceptance, unless Perceptive Security BV indicates otherwise.
5. A composite quotation does not oblige Perceptive Security BV to perform an element of the Assignment for a corresponding part of the stated price.
6. Quotations do not automatically apply to future orders or reorders.

Article 3 Formation of the contract

The Contract comes into being through the timely acceptance by the Client of Perceptive Security BV's quotation.

Article 4 Duration of the contract

The Contract will be concluded for an indefinite period, unless the nature of the Contract states otherwise or if parties have agreed otherwise explicitly and in writing.

Article 5 Ending of the contract

1. Perceptive Security BV and the Client could terminate the Contract at any time by mutual consent.
2. In the event that one of the parties becomes bankrupt, is placed under conservatorship or ceases the business, the other party has the right to terminate the Contract prematurely without the observance of a notice period.
3. Both the Client and Perceptive Security BV are entitled to terminate the Contract at any time, with the observance of a period of notice of one month.

Article 6 Amendments to the contract

1. If, during the implementation of the Contract, it becomes apparent that it is necessary to amend or supplement the Contract to ensure its proper implementation, then Perceptive Security BV will inform the Client of this as soon as possible. The parties will then amend the Contract in a timely manner and in mutual consultation.
2. If the parties agree that the Contract will be amended or supplemented, this can influence the time of the completion of the implementation. Perceptive Security BV will inform the Client of this as soon as possible.
3. If the amendment or supplementation of the Contract will have financial, quantitative and/or qualitative consequences, then Perceptive Security BV will inform the Client of this in advance.
4. If a fixed Honorarium, price and/or fee is agreed, then Perceptive Security BV will indicate the extent to which the amendment or supplementation of the Contract will influence the price. In this event Perceptive Security BV will attempt, as far as possible, to issue a quotation in advance.

5. Perceptive Security BV may not make any additional charges if the amendment or supplementation is a consequence of circumstances that can be attributed to Perceptive Security BV.
6. Amendments to the Contract originally entered into between the Client and Perceptive Security BV are only valid from the time at which these amendments are accepted in writing by both parties by means of a supplementary or amended Contract.

Article 7 Management services

1. Perceptive Security BV can give the performed services a different name, including, but not limited to, 'managed security services' or 'security as a service'. Even if Perceptive Security BV in her communication has give another name to certain management services in its communication, the following provisions regarding management services will apply to this services.
2. In the quotation and/or contract a specification regarding the agreed management services can be included, if Percept Security BV and the client have agreed certain management services. The processes and/or operations that are used by Perceptive Security are only binding if explicitly agreed.
3. Perceptive Security BV is regarding the management services only obliged to perform the support, back-up, development or repair if and in so far parties have agreed in writing.
4. Perceptive Security BV is regarding the management services only responsible for the services that according to the contract entered into between Perceptive Security BV and the Client is the responsibility of Perceptive Security.

Article 8 Posting en consultancy

1. Perceptive Security BV will perform consultancy and/or posting if and in so far this is agreed with the Client in writing. If the parties agreed that Perceptive Security BV will perform posting the Perceptive Security BV will made the staff member, which is assigned in the contract, available to the client. The staff member will perform under the supervision and management of Perceptive Security and accordance what is agreed between the parties.
2. The Client isn't allowed to make de staff member, which is assigned by the contract, available or lend the staff member to a third party, or to perform activities outside the Netherlands without the prior writing consent of Perceptive Security BV.
3. The client is entitled to request replacement of the seconded employee if this employee do not meet the agreed quality requirements and the Client motivated informed Perceptive Security BV within a appropriate time, or in the case of long-lasting sickness or if the employee leaves the company. Perceptive Security BV will try to do his best to provide replacement as soon as possible, but cannot always guarantee this. Perceptive Security BV will within the framework of posing try to do his best to hold the agreed employee available for work during the period of the contract. Perceptive Security BV is entitled, after consulting with the Client, to replace the posted employee.
4. The Client is regarding the posted employee and Perceptive Security BV bound to comply with the relevant legislation en the related obligations regarding safety at the working place and regarding the good working conditions.
5. Perceptive Security BV indemnifies the Client for all claims of the tax authority or the authorities that are responsible for the implementation of the social insurance legislation, arising from the contract with the Client, provided that the Client will inform Perceptive Security BV in writing without delay about the existence and the content of the claim and the conclusion of the case, including the establishment of settlements, entirely leave it up to Perceptive Security BV to give the Client the necessary power of attorney, to provide information and cooperation to Perceptive Security BV and if necessary in the name of the Client, defend against these Claims.

6. Perceptive Security BV will not accept liability for the selection or the results of the performance which is performed under the supervision and management of the Client. The use of the advice given by Perceptive Security BV will be at risk of the Client.
7. The Client is liable for all damage suffered by the posted employee during or in connection with the work assigned to him. The Client indemnifies Perceptive Security BV for all claims of third parties arising from or attributable to the activities to the work performed by the posted employee within the framework of the contract. The Client indemnifies Perceptive Security BV for any liability arising out of injuries or death of the posted employee regarding the contract entered between Perceptive Security BV and the Client.

Article 9 Studies and training

1. A registration for a study, training and/or workshop must be made in writing and will be binding after confirmation by Perceptive Security BV.
2. The Client is responsible for choice and appropriateness of the study for the participants. This applies fully if Perceptive Security BV allows a participant to a study with admission standards. In these General terms and Conditions Participants are defined as persons that are registered for a study. The lack of the required knowledge of the participants will under no circumstances affect the obligations of the Client by virtue of the Contract. The Client is allowed to replace a participant by another participant with the prior written consent of Perceptive Security BV. If the amount of registrations in the opinion of Perceptive Security BV gives rise to cancel or change the study, training and/or workshop, Perceptive Security BV is entitled to cancel the study, training and/or workshop and/or combine the study, training and/ workshop with one or more studies, trainings and/or workshops, or to let take place the study on a later date. Perceptive Security BV reserves the right to change the location of the study. If necessary, Perceptive Security BV is entitled, to make organizational and substantive amendments in the study, training or training.
3. The consequences of a cancellation of participation in a course, training or workshop by the Client or participants are governed by the standard rules of Perceptive Security BV. A cancellation must always be made in writing and prior to the study, training or workshop or to the relevant component of it. Cancellation or non-appearance will not affect the obligations that the Client has under the Contract. In the event of cancellation by the Client or participant Perceptive Security BV will decide if a request of transmission of the study materials will be granted.
4. If Perceptive Security BV or a supplier of Perceptive Security BV using their own equipment or software with the implementation of the study, training or workshop, Perceptive Security cannot guarantee that this equipment or software is free of errors or is functioning without interruptions. If Perceptive Security BV holds the study training or workshop on a location of the Client, the Client will ensure that on this location good proper material and software is available.
5. Examination is not part of the agreement. The Client doesn't need to pay a separate reimbursement for the documentation and other materials that are made available for the study or training

Article 10 Implementation of the contract

1. Perceptive Security BV will implement the Contract to the best of its knowledge and ability, and in accordance with the requirements of good workmanship.
2. Perceptive Security BV is entitled to arrange for certain work to be carried out by third parties. The applicability of article 7:407, paragraph 2 and article 7:409 of the Dutch Civil Code is explicitly excluded.
3. Perceptive Security BV is entitled to implement the Contract in phases.
4. If the Contract is implemented in phases, Perceptive Security BV is entitled to invoice and require payment for each implemented element separately. If and for as long as this invoice is not paid by the Client, Perceptive Security BV is not obliged to implement the following phase, and is entitled to suspend the contract.

5. If the Contract is implemented in phases, Perceptive Security BV is entitled to suspend the implementation of those elements that belong to the following phase or phases until the Client has approved in writing the results of the preceding phase.
6. The Client will issue all information or instructions that are necessary for the implementation of the Contract, or which the Client can be reasonably expected to understand are necessary for implementation of the Contract, to Perceptive Security BV in a timely manner.
7. If the above-mentioned information and instructions are not issued, or not issued in a timely manner, then Perceptive Security BV is entitled to suspend the implementation of the Contract. The additional expenses that are incurred through the delay will be borne by the Client.
8. The applicability of article 7:404 of the Dutch Civil Code is explicitly excluded.

Article 11 Prices and fees

1. The prices and fees are expressed in euros and regarding exclusive of VAT, import and export duties, excise duties and other taxes or government levies, unless indicated otherwise.
2. The prices and fees are inclusive of travel, accommodation, packaging, delivery, transportation costs and administration costs, unless indicated otherwise.
3. If a fee isn't expressly agreed, the Honorarium and/or fee will be determined by the actual amount of hours and the usual hourly fee of Perceptive Security BV.
4. Perceptive Security BV will provide a statement of all associated costs, or provide information on the basis of which these costs can be calculated by the Client, in a timely manner before the Contract is entered into.

Article 12 Amendment of honorarium, prices and fees

1. If Perceptive Security BV agrees a fixed Honorarium, price and/or fee when the Contract is entered into, then Perceptive Security BV is entitled to increase this Honorarium, price or fee, also when the Honorarium, price or fee is not originally specified provisionally.
2. If Perceptive Security BV has the intention of amending the Honorarium, price and/or fee, it will inform the Client of this as soon as possible.
3. If the increase of the Honorarium, price or fee takes place within three months of the Contract being entered into, the Client can terminate the Contract by means of a written statement, unless:
 - the increase arises from a right of Perceptive Security BV or an obligation resting upon Perceptive Security BV in accordance with the law;
 - the increase is due to a rise in the price of raw materials, wages etc. or on other grounds that could not reasonably have been foreseen when the Contract was entered into;
 - Perceptive Security BV is still prepared to implement the Contract on the basis of that which was originally agreed;
 - it is stipulated that the implementation will be carried out more than three months after the Contract was entered into.
4. The Client is entitled to terminate the Contract if the Honorarium, price or the fee are increased more than three months after the Contract was entered into, unless it is stipulated in the Contract that the implementation will be carried out more than three months after the Contract was entered into.
5. Perceptive Security BV will inform the Client in the event of the intention to increase the Honorarium or the fee, stating the extent of the increase and the date upon which it will take effect.

Article 13 Delivery

1. Delivery takes place by making the goods available to the Client. After the delivery the risk of the good will be transferred to the Client.
2. The Client is obliged to accept the purchased goods at the moment they are available to him or when they be handed over to him.
3. If the Client refuses to accept the good at the place of delivery or the Client is negligent in providing data or instructions, which are necessary for the delivery, the goods which were intended for the delivery, will be stored at the risk and expense of the Client. In this case the Client shall bear any additional costs.

Article 14 Delivery periods

1. The delivery will take place within a period stated by Perceptive Security BV.
2. If a period is agreed or stated for the delivery of the product, then this period is only indicative and is not to be regarded as a strict deadline.
3. If Perceptive Security BV needs information or instructions from the Client that are necessary for the delivery, then the delivery period will commence after the Client has provided these to Perceptive Security BV.
4. If a delivery period is exceeded, the Client must issue Perceptive Security BV written notice of default, whereby Perceptive Security BV will be offered a reasonable period to deliver the good.
5. A notice of default is not necessary if the delivery has become permanently impossible, or it otherwise becomes apparent that Perceptive Security BV will not meet its obligations arising from the Contract. If Perceptive Security BV does not delivery within this period, then the Client is entitled to terminate the Contract without judicial intervention and/or seeking compensation.

Article 15 Implementation periods

1. The work will be carried out within a period stated by Perceptive Security BV.
2. If a period is agreed or stated for the performance of particular work, then this period is only indicative and is not to be regarded as a strict deadline.
3. If Perceptive Security BV needs information or instructions from the Client that are necessary for the implementation of the Contract, then the implementation period will commence after the Client has provided these to Perceptive Security BV.
4. If an implementation period is exceeded, the Client must issue Perceptive Security BV with a written notice of default, whereby Perceptive Security BV will be offered a reasonable period to nonetheless implement the Contract.
5. A notice of default is not necessary if the implementation has become permanently impossible, or it otherwise becomes apparent that Perceptive Security BV will not meet its obligations arising from the Contract. If Perceptive Security BV does not commence implementation within this period, then the Client is entitled to terminate the Contract without judicial intervention and/or seeking compensation.

Article 16 Transfer of risk

1. The items that are the subject of the Contract are at the cost and risk of Perceptive Security BV until the time that these are made available to the Client.

2. The risk of loss, damage or reduction in value of items that are the subject of the Contract is transferred to the Client in the capacity as a Company at the time that the items become available to the Client in the capacity as a Company or to a third party designated by the Client.

Article 17 Payment

1. Payment will take place after the purchase or delivery by means of transfer to a bank account specified by Perceptive Security BV, unless agreed otherwise. Transfer will take place by means of an invoice.
2. Payment afterwards must be made within 30 days of the invoice date, in a manner to be specified by Perceptive Security BV and in the currency in which the invoice is issued, unless agreed otherwise.
3. The Client is not authorised to deduct any amount from the payable amount by reason of a counterclaim made by the Client.
4. Perceptive Security BV is entitled to invoice the Client for work carried out in the period in question. Invoicing will take place monthly.
5. Perceptive Security BV and the Client may agree that payment be made in instalments in proportion with the progress of the work. If payment in instalments is agreed, the Client must make payment in accordance with the periods and percentages as established in the Contract.
6. Objections to the level of the invoice do not have the effect of suspending the payment obligations.
7. After the expiry of a period of 30 days after the invoice date, the Client will be, without a notice of default, by operation of law in default. The Client has to bear from the moment of default on the immediately claimable amount an interest at the rate of 3% per month, unless the statutory interest rate is higher.
8. In the event of bankruptcy, suspension of payment or placement under conservatorship, the amounts owed to Perceptive Security BV and the obligations of the Client towards Perceptive Security BV are immediately claimable.

Article 18 Collection costs

1. If the Client is in default or in breach of the Contract in fulfilling its obligations (in a timely manner) then all reasonable costs incurred to obtain an out-of-court settlement are payable by the Client. The Client is in any event liable to pay the collection costs.
2. With regard to the extrajudicial (collection) charges, Perceptive Security BV is entitled – in departure from article 6:96 paragraph 5 of the Dutch Civil Code and the Payment of Extrajudicial Collection Charges Decree – to a payment of 15% of the total outstanding principal sum, with a minimum of € 90,- for every invoice that is wholly or partly unpaid.
3. Any reasonable legal costs and execution costs incurred are also payable by the Client.

Article 19 Retention of title

1. All items supplied by Perceptive Security BV within the framework of the Contract remain the property of Perceptive Security BV until the Client has properly fulfilled and fully complied with that which is required of it by virtue of the Contract.
2. Payable amounts also include the reimbursement of all charges and interest, including those of earlier or later supplies and services provided, as well as compensation claims due to breach of contract.

3. For as long as the ownership of the supplied items has not been transferred to the Client, the Client may not sell on, pledge or in any other way encumber that which falls under the retention of title, except within the normal conduct of its business.

Article 20 Suspension

1. If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully or in a timely manner, then Perceptive Security BV is entitled to suspend the corresponding obligation. In the event of partial or inadequate fulfilment, suspension is only permitted in so far as this is justified by the shortcoming.
2. Moreover, Perceptive Security BV is entitled to suspend the fulfilment of the obligations if:
 - after the Contract is entered into, Perceptive Security BV becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
 - the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
 - circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Perceptive Security BV.
3. Perceptive Security BV reserves the right to claim compensation.

Article 21 Termination

1. If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully, in a timely manner or properly, then Perceptive Security BV is entitled to terminate the Contract with immediate effect, unless the shortcoming, in view of its limited significance, does not justify the termination.
2. Moreover, Perceptive Security BV is entitled to terminate the Contract with immediate effect if:
 - after the Contract is entered into, Perceptive Security BV becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
 - the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
 - due to a delay on the part of the Client, Perceptive Security BV can no longer be required to fulfil the Contract under the originally agreed conditions;
 - circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Perceptive Security BV;
 - the Client is declared bankrupt, submits an application for a suspension of payment, requests the application of debt rescheduling for natural persons or is served with a writ of sequestration on all or part of its property;
 - the Client is placed under conservatorship;
 - the Client deceases.
3. Termination will take place by means of a written declaration, without judicial intervention.
4. If the Contract is terminated, the Client's debts to Perceptive Security BV become immediately due and payable.
5. If Perceptive Security BV terminates the Contract on the above-mentioned grounds, Perceptive Security BV is not liable for any costs or compensation.
6. If the termination is attributable to the Client, the Client is liable for the damage suffered by Perceptive Security BV.

Article 22 Force majeure

1. Breaches may not be attributed to Perceptive Security BV or the Client if they are not their fault, or if they are not accountable by law, juristic act, or according to the generally accepted standards. In this case the parties are also not bound to fulfil the obligations arising from the Contract.
2. In these General Terms and Conditions, the term “force majeure” is defined as – in addition to what is understood in law and jurisprudence in this regard – all external causes, foreseen or unforeseen, upon which Perceptive Security BV can exercise no influence and through which Perceptive Security BV is not able to fulfil its obligations.
3. Circumstances regarded as resulting in force majeure include strikes, lockouts, fire, water damage, natural disasters or other external contingencies, mobilisation, war, traffic congestion, blockades, import or export restrictions or other government measures, stagnation or delay in the supply of raw materials or machinery components and lack of labour forces, as well as any circumstances through which normal business operations are impeded, as a result of which the fulfilment of the Contract by Perceptive Security BV cannot be reasonably sought by the Client.
4. Perceptive Security BV is also entitled to invoke force majeure if the circumstance that hinders (further) fulfilment of the Contract occurs after Perceptive Security BV should have fulfilled its obligations.
5. In case of force majeure the parties are not obliged to proceed with the Contract, and are not bound to pay any compensation.
6. During the period that the force majeure continues, both Perceptive Security BV and the Client can fully or partly suspend the obligations arising from the Contract. If this period lasts for longer than 2 months, both parties are entitled to terminate the Contract with immediate effect, by means of a written notification, without judicial intervention and without the parties being able to claim any damages.
7. If the situation of force majeure is of a temporary nature, Perceptive Security BV reserves the right to suspend the agreed service for the duration of the situation of force majeure. In the event of permanent force majeure both parties are entitled to terminate the Contract without judicial intervention.
8. If at the time of the occurrence of force majeure Perceptive Security BV has already partly fulfilled, or will fulfil, its obligations arising from the Contract, and independent value accrues to the part fulfilled or to be fulfilled, then Perceptive Security BV is entitled to separately invoice the part already fulfilled or to be fulfilled. The Client is bound to pay this invoice as if there were a separate Contract.

Article 23 Guarantees

1. Perceptive Security BV accordingly guarantees that the delivered goods will conform with the Contract. Perceptive Security BV also guarantees that the delivered goods meet the usual requirements and standards that can be reasonably met and that the goods have the qualities, all circumstances taking into account, that are required for normal use.
2. Perceptive Security BV does not guarantee that the equipment and or software which they uses for their services is adapted in a timely manner to the relevant law and regulations that the equipment and software will function without any errors.
3. Perceptive Security BV does not guarantee that defects in the software that is not developed by Perceptive Security BV, will be fixed by Perceptive Security BV. Perceptive Security BV is entitled to apply a temporary solution in the software or to apply a bypass program or a problem avoiding restriction in the software.
4. All equipment, software and goods that Perceptive Security uses with his services, will remain the property or the intellectual property of Perceptive, even if the Client will pay Perceptive Security BV for the development or purchase of the equipment, software and goods.

5. Perceptive Security BV accordingly guarantees that the work carried out by it will conform with the Contract and will be properly carried out with good workmanship and using proper materials.
6. The guarantee stated in these General Terms and Conditions applies to usage within and outside the Netherlands.
7. If the delivered Product has been produced by a third party, the third party will provide the guarantee, unless indicated otherwise.
8. If the delivered Product and/or the performed Service does not conform with the guarantee, company will, after notification of this, proceed a replacement or repair free of charge within a reasonable period.
9. When the guarantee period has expired, all costs of repair or replacement, including administrative, shipping and call-out charges, will be borne by the Client.
10. No form of guarantee covers damage caused by incompetent use or lack of care, or as a result of alterations made by the Client or by third parties, nor does Perceptive Security BV provide any guarantee for damage arising as a result of these defects.
11. The guarantee also becomes inoperative if the defect has arisen through or is a result of circumstances beyond the control of Perceptive Security BV. These circumstances include weather conditions.

Article 24 Examination and claims

1. The Client is obliged to examine the delivered goods at the time of delivery, but in any case within 5 days after the delivery. The Client is obliged to examine the Service at the moment of performance, but in any case within three days after the performance of the Service. The Client must examine whether the quality and quantity of the Service comply with what the parties agreed, at least meet the requirements that are common in trade.
2. Visible defects and shortcomings have to be reported within three working days after the delivery in writing to Perceptive Security BV. The defective product must be returned together with the proof of purchase, unless this is impossible or unreasonably onerous.
3. Visible defects and shortcomings have to be reported within three working days after the performance of the Service in writing to Perceptive Security BV.
4. Non-visible defects and shortcomings have to be reported within three working days after its discovery to Perceptive Security BV. The defective product must be returned together with the proof of purchase, unless this is impossible or unreasonably onerous.
5. The right to (partial) restitution of the price, repair or replacement of the Product or compensation lapses, if the defects will not be reported within the prescribed period, unless the nature of the Product states otherwise or from circumstances of the case a broader period arises.
6. Any shippings costs incurred for returning the defective Product Perceptive Security BV will reimbursed if the Client requested Perceptive Security BV in writing to return the defective Product. Other costs than shipping costs will ever be reimbursed by Perceptive Security BV, unless agreed in writing. The shipping costs will never be reimbursed when the Client didn't ask Perceptive Security BV in writing to send.
7. The payment obligation will not be suspended if the Client reports the defect to Perceptive Security BV within the prescribed period.
8. If the Client complaints in time, the Client will stay obliged to purchase and pay for the purchased goods, unless these goods have no independent value.

Article 25 Liability

1. The implementation of the Contract is entirely at the risk and responsibility of the Client. Perceptive Security BV is only liable for direct damage that has arisen through wilful recklessness or an intentional act or omission of Perceptive Security BV.
2. The liability of Perceptive Security BV is excluded for indirect damage, including in any event consequential damage, loss of profit, lost savings and loss due to business interruption, or immaterial damage to the Client. In the case of consumer purchase, this limitation does not extend further than is permitted pursuant to article 7:24, paragraph 2 of the Dutch Civil Code.
3. Perceptive Security BV is not liable for damage, of whatever nature, resulting from Perceptive Security BV basing its actions upon inaccurate and/or incomplete information provided by the Client, unless this inaccuracy or incompleteness ought to have been known to Perceptive Security BV.
4. If Perceptive Security BV is liable for any damage, then the liability of Perceptive Security BV is limited to an amount equal to the amount stated in the invoice, or to the amount to which the insurance taken out by Perceptive Security BV gives entitlement, with the deduction of the policy excess borne by Perceptive Security BV under the terms of the insurance.
5. The Client must report the damage for which Perceptive Security BV can be held liable to Perceptive Security BV as soon as possible, but in any event within 10 days of the damage having arisen, on penalty of the forfeiture of any right to compensation for this damage.
6. Any liability claim against Perceptive Security BV lapses within one year of the Client having become aware, or possibly reasonably having become aware, of the harmful event.
7. The limitations of the liabilities in this article will not apply if the damage is due to an intentional act or recklessness of Perceptive Security BV or due to his supervisory subordinates.

Article 26 Indemnity

1. The Client indemnifies Perceptive Security BV against any claims by third parties who suffer damage in connection with the implementation of the Contract which is attributable to the Client.
2. If Perceptive Security BV may be sued for this reason, then the Client is bound to provide Perceptive Security BV with both judicial and extrajudicial support. Furthermore, all costs and damage on the part of Perceptive Security BV and third parties will be at the expense and risk of the Client.

Article 27 Limitation period

In departure from the legal limitation period, a limitation period of one year applies to all claims against Perceptive Security BV and any third parties brought in by Perceptive Security BV.

Article 28 Intellectual property

1. Perceptive Security BV reserves the rights and powers accruing to it under the provisions of the Copyright Act and other intellectual property legislation and regulations.
2. Perceptive Security BV reserves the right to utilise the knowledge acquired for the performance of the work and general information for other purposes and other work, in so far as no confidential information is hereby communicated to third parties.
3. All rights of intellectual property of software, websites, databases, equipment or other materials such as analyses, designs, documentations, reports, quotations, materials regarding the study, test and exams, as well as the preparatory materials, that is devolved under the Contract with the Client, are held exclusively by its licensors or its suppliers.

4. Perceptive Security BV will provide the Client the full usage rights that are expressly granted by these General terms and Conditions and the law. This usages rights are non-exclusive, non-transferrable tot third parties and not sub-licensable.
5. The Client is not allowed to remove or amend any designation concerning the confidential nature or to remove or amend copyrights, trademarks or any other intellectual property right regarding the software, websites, databases, equipment or materials.

Article 29 Confidentiality

Both Perceptive Security BV and the Client are obliged, for the duration of and after the termination of the Contract, to maintain confidentiality regarding all facts and particulars concerning the business which they know or can reasonably suspect are confidential. This duty of confidentiality also includes all details of employees, clients, commissioning bodies and other business contacts which are learned of by reason of the Assignment.

Article 30 Privacy

1. Security BV will store the details and information that the Client provides to Perceptive Security BV carefully and confidentially.
2. Perceptive Security BV may only use the personal details of the Client within the framework of the implementation of its obligation to supply, or of dealing with a complaint.
3. Perceptive Security BV is not permitted to lend out, hire out or sell the personal details of the Client, or to publicise them in any other manner.
4. If Perceptive Security BV is obliged to provide confidential information to third parties by virtue of a legal provision or court decision, and Perceptive Security BV cannot claim a legal right of immunity, or such a right recognised or permitted by the competent court in this respect, then Perceptive Security BV is not liable to pay compensation or grant indemnification. The Client is also not entitled to terminate the Contract by reason of any damage arising in this way.
5. The Client guarantees that all the requirements for legally processing the personal details that the Client entered and/or provided to Perceptive Security BV within the frame of any services provided by Perceptive Security BV. The Client indemnifies Perceptive Security BV against any claims by persons whose personal details has been recorded or processed in the framework of a registration regarding personals details that is held by the Client or for which the Client is responsible, unless the Client proves that the facts on which the claims are found on should be attributed to Perceptive Security BV.
6. The Client is responsible for the data that is provided while using the services of Perceptive Security BV. The Client guarantees toward Perceptive Security BV that the content, use and/or the processing of the data is not illegal and does not infringe any right of a third party. The Client indemnifies Perceptive Security BV for all claims of third parties who, on any grounds whatsoever, in connection with the these data or implementation of the Contract.
7. The Client has under the legislation regarding processing of personal data obligations towards third parties. The responsibility for the fulfillment of these obligations rests entirely and exclusively with the Client. Parties agree that Perceptive Security BV regarding the processing the personal data is the 'processor' within the meaning of the Data protection act. Perceptive Security BV shall, as much as technically possible, provide cooperation to meet the obligation of the Client. The costs associated with the collaboration are not included in the agreed prices and fees of Perceptive Security BV and will be fully borne by the Client.
8. If in the implementation of the Contract the IT-facilities of Perceptive Security BV are used or the IT-facilities are used otherwise, Perceptive Security BV is entitled to give the Client access to the access or identification codes.

Perceptive Security BV is entitled to modify the assigned access or identification codes. The Client treats the access or identification codes confidential and with due care and will only give authorized employees access to the codes. Perceptive Security BV is not liable for damages and costs resulting from the use or abuse of access or identification codes, unless the abuse was possible as a direct result of an act or omission by Perceptive Security BV.

9. The Client agrees that Perceptive Security BV may approach the Client for statistical or customer satisfaction research. If the Client does not wish to be approached for research, the Client may make this known.
10. Perceptive Security BV reserves the right to utilise the other details of the Client in anonymous form for (statistical) research and databases.
11. If parties have agreed about a form of security information, the security shall comply with the specification as agreed in writing between parties. Perceptive Security BV does not guarantee that the security information will be effective in all circumstances. In the Contract parties can include further requirements, conditions and specification regarding the security and the associated consequences. If an explicit defined security is lacking in the Contract, the security will meet a level, given the state of the technology, the sensitivity of the data and the costs associated with the implementation of the security is not unreasonable. The Client shall not amend or shot otherwise in consultation with Perceptive Security BV down the form of information which is provided and/or set up by Perceptive Security BV.
12. When visiting our website Perceptive Security BV can collect the information on the use of the website of the Client through cookies.
13. The information that Perceptive Security BV collects through cookies can be used for functional an analytical purposes.

Article 31 Amendment of the general terms and conditions

1. Perceptive Security BV is entitled to amend the general terms and conditions unilaterally.
2. Amendments will also apply to Contract that are already concluded.
3. Perceptive Security BV will inform the Client by e-mail about the amendments.
4. The amendments to the general terms and conditions will be in force after thirty days after the Client is informed of the amendments.
5. If the Client does not agree with the announced amendments, the Client is entitled to terminate the Contract.

Article 32 Applicable law, disputes

1. Dutch law is exclusively applicable to all legal relationships to which Perceptive Security BV is a party. This also applies if an obligation is wholly or partly fulfilled outside of the Netherlands or if the Client has its place of business outside of the Netherlands.
2. The applicability of the Vienna Sales Convention (CISG) is excluded.

Article 33 Location

These General Terms and Conditions are filed at the Chamber of Commerce under number 64764931.