

MultiBel general terms and conditions V4.3

General terms and conditions of MultiBel B.V. (MultiBel) registered in the Commercial Registry of the Dutch Chamber of Commerce under number 24259691. This document is translated from MultiBel BV's Algemene Voorwaarden V4.3 by Scriptware BV under ISO17100 and ISO18587 certification. In case of inconsistency the Dutch version prevails.

Article 1 Scope of application

1. These terms and conditions apply to all quotations, agreements and purchase orders issued or concluded with customers by the private company, MultiBel.
2. These terms and conditions also apply to all subsequent quotations and agreements or order confirmations released and/or concluded with the same customer, regardless of whether these are related to (or follow on from) quotations or agreements already made.
3. Changes or additions to these terms and conditions must always be made in writing and agreed or confirmed by MultiBel, and only apply to that individual case in which that occasion is deviated from, and only for the purpose of which that change or addition has been made or has been agreed to meet.

Article 2 Quotations

1. All quotations from MultiBel are, except for an agreed specific acceptance period, always without obligation unless the quotation does not include an acceptance period and the quotation shows the offer is valid for as long as it is not revoked by MultiBel.
2. The drawings, designs and other information provided by or on behalf of MultiBel with the quotation remain the property of MultiBel. MultiBel has exclusive rights at all times, including all intellectual rights, ownership rights, etc. with regard to these drawings, designs and other information.
3. These documents provided by or on behalf of MultiBel may not be reproduced, published or made available to third parties, in whole or in part, or used in any other way without specific written permission from MultiBel.
4. The drawings, models, designs, plans, data, prospecting and such made available by the customer will be processed by MultiBel for six months after being made available for the benefit of the customer.
5. The customer is responsible for the data, specifications, calculations and suchlike made available by him, and as such fully indemnifies MultiBel against errors and/or damage resulting thereof.
6. The customer specifically indemnifies MultiBel against all claims by third parties based on infringements of intellectual property rights arising from the data, models, images, etc. made available by the customer and that are made against MultiBel.
7. MultiBel indemnifies the customer against claims from third parties that are based on the claim that the use of MultiBel infringes the intellectual property rights of that third party, provided such an infringement has been irrevocably established in law.

Article 3 Obligations of MultiBel

1. After the customer has submitted a shipping order, MultiBel will make the maximum shipping capacity available to the customer as soon as possible.
2. MultiBel offers two separate services: MultiBel Standard (art. 3.3) and MultiBel Professional (art. 3.4).
3. A MultiBel Standard agreement is free and concluded by placing an order via www.multibel.nl. The Customer is responsible for adding and removing people within the MultiBel call service. MultiBel reserves the right to: change or terminate (parts of) the service or cost structure at any time. Customer can terminate the agreement based on the change. The agreement can be terminated by sending an e-mail to: opzeggen@multibel.nl.
4. A MultiBel Professional agreement (hereinafter referred to as: the agreement) is concluded after the licence agreement has been signed for approval by both parties. The order only includes those deliveries and services specifically described and mentioned in the agreement. The agreement will be concluded for a specific period and will be automatically extended for the same period as the previous period unless terminated. The agreement can be terminated 90 days before the end of the agreement by sending an e-mail to opzeggen@multibel.nl. The subscription costs for the agreement are payable in advance by the customer every 12 months. In addition, the customer may owe consumption costs as stated in the agreement if the fair use policy is exceeded. The connection times registered by MultiBel are binding and the minimum connection time is one minute.

Article 4 Price and price adjustment

1. Unless otherwise stated in a quotation or agreement, all agreed prices are exclusive of BTW / VAT. Unless expressly agreed otherwise all prices are stated in Euros (€).
2. MultiBel is not obliged to honour an agreement at a stated price that is clearly based on an obvious printing or typographical error or is clearly not in line with the market.
3. The rates are automatically indexed according to the DPI index from the CBS [Netherlands Office of Statistics] based on the annual change published in the calendar quarter in which a contract is extended and/or invoiced. The customer may not terminate the agreement as a result of this indexation.
4. Additional work shall be charged separately by MultiBel after written approval by the customer. Additional work is understood to mean all work not included in the initial, original agreement.
5. If the prices have not yet been determined before or at the time of concluding the agreement, the prices calculated by MultiBel and the prices owed by the customer and the prices stated in MultiBel's price lists of that year or the prices that are applicable on the day of delivery are applicable.

Article 5 Execution of the agreement

1. MultiBel is the only contracting party towards the customer, even if the explicit and tacit intention is that the work will be carried out by another person (Article 7:404 of the BW [Dutch Civil Code] is expressly excluded). This means these terms and conditions can also be invoked by natural persons or legal entities who are directly or indirectly involved in any way in the performance of the work or services provided by MultiBel.
2. The (de facto) directors of MultiBel, as well as those who work for MultiBel, are not personally bound or liable (the operation of Article 7:407 paragraph 2 of the BW [Dutch Civil Code] is therefore expressly excluded).
3. MultiBel has the right to execute certain activities, after notification thereof to the customer, by third parties or be assisted by third parties.
4. If MultiBel, in consultation and after approval of the customer purchases products from third parties such as audiovisual products, emergency buttons or IP detectors for MultiBel's services, MultiBel accepts no liability for faults associated with these products, and the customer indemnifies MultiBel against liability and damage. The customer only has a direct claim against the third party supplier.
5. The deadlines described in the agreement between the parties are indicative and are pursued by MultiBel to the best of its knowledge and ability. However, the deadlines shall never be regarded as deadlines and the customer shall first give MultiBel notice of default if the intended (delivery) deadlines will not be met.
6. If MultiBel cannot meet the agreed performance because the customer has not made the necessary arrangements for this, does not cooperate, or because someone else acting on behalf of the customer does not cooperate or prevents the achievement of an agreed performance level, the customer is considered responsible and in default, and MultiBel is entitled to compensation for the costs incurred and direct damage suffered. To prevent discussions about the nature and extent of this damage, MultiBel stipulates that the damage will be fixed to at least half of the agreed contract price, without prejudice to the right to full compensation.
7. If MultiBel cannot meet the agreed performance level within the agreed target periods or at the agreed location because the customer refuses, or cannot provide the necessary co-operation, or a third party prevents this, it will be at the expense and risk of the customer, and the customer is liable for the direct damage suffered by MultiBel. In such a case, the damage suffered by MultiBel will also be determined at half of the agreed contract price, without prejudice to the right to full compensation.

Article 6 Payment

1. The payment term is net 30 days after the invoice date unless otherwise agreed in writing.
2. All payments must be made without deduction and/or set-off to the account specified by MultiBel. The customer's right to suspend or offset is specifically excluded by MultiBel.
3. MultiBel has the right, after notice of default to customer, to suspend execution of the agreements concluded with the customer until such time as

full payment of the overdue invoices is received by MultiBel.

4. MultiBel is entitled to invoice after partial delivery.
5. The prices charged and all invoices sent are immediately due and payable at any time without any demand or notice of default being required in the event that the customer is declared bankrupt, applies for or obtains a provisional suspension of payments, the customer (natural person) makes a request to the court to declare the Wettelijke Schuldsaneringsregeling [Statutory Debt Restructuring Scheme] applicable and it is granted, the customer loses the power to dispose of its assets or parts thereof due to seizure, guardianship or otherwise, and in the event that the customer loses one or more of its obligations, regardless of whether they arise from this agreement or from another agreement or the law.
6. If the payment term is exceeded, the customer receives a demand and/or notice of default. From that moment on, the usual legal provisions apply.
7. MultiBel retains title to all goods delivered and to be delivered until the purchase price for all such goods has been paid in full.

Article 7 Liability

1. MultiBel excludes any form of liability for damage to the customer as long as the customer has not fully satisfied the payment obligation.
2. MultiBel is not liable for damage suffered by the customer because the customer has provided MultiBel with incorrect or incomplete information. Responsibility for the accuracy of the supplied information rests entirely with the customer.
3. MultiBel is not liable for any damage caused by incorrect, untimely or incomplete compliance by the customer with instructions and advice provided by MultiBel or third parties engaged by MultiBel.
4. MultiBel is not liable, under any circumstances, for consequential damage, such as, in any case, the obligation to pay damages based on dissolution or tort, lost profits, loss of sales or business interruption, unless the customer proves the damage is the result of intentional or consciously reckless actions by MultiBel or its management.
5. If MultiBel should be liable in any case, then the compensation amount to be paid to the customer for the damage is always limited to the amount stated as part of the relevant case and determined by the insurer to be paid out under MultiBel's policy.
6. If MultiBel's insurer (or policy) does not provide coverage and/or does not pay out, MultiBel's total and maximum liability for damage and costs is, in all cases, limited to the amount of the annual invoice (excluding VAT) in connection with the assignment in which the damage occurred, up to a maximum of €25,000.00.
7. In all cases where MultiBel relies on the foregoing provisions, and such reliance is legally permissible, any MultiBel employees that are called upon may likewise rely on the foregoing provisions as if this article and the provisions therein were stipulated by the concerned MultiBel employees themselves.
8. The liability for third parties within the meaning of Article 6:76 of the BW [Dutch Civil Code] is excluded if these third parties supply products.

- The customer is fully responsible for the use of the MultiBel calling system after receiving the login codes. The customer is fully responsible for the correct use and maintenance of those purchased products, even after receipt of any hardware purchased from third parties. MultiBel employees, other than management, do not have direct access to customer login details. Changes will only be implemented after a written request and under the responsibility of the customer. The Customer indemnifies MultiBel against any liability relating to the content of the messages sent. Furthermore, the customer indemnifies MultiBel against any consequences of sending messages to destinations that do not appreciate receiving them. The MultiBel calling system is a fully automatic system, and the customer alone determines who receives what. MultiBel does not check the messages to be sent and/or the recipients.
- The customer shall indemnify MultiBel against any claims by third parties who suffer damage in connection with the performance of the agreement, regardless of the cause.
- Claims for damages must be made by the customer within five years after liability has been brought before the competent court in accordance with these terms and conditions. The right to compensation lapses after this period of five years.

Article 8 Force Majeure

- Force majeure on the part of MultiBel exists if: MultiBel is prevented from fulfilling or preparing to fulfil its obligations under the agreement as a result of (potential) war, civil war, riot, terrorism, molestation, pandemic, seizure, government measures, defects or disruptions in the supply or supply of energy, inadequate infrastructure (hardware and software) at the customer's location and furthermore all other causes that arose outside the fault or sphere of risk of MultiBel.
- In the event force majeure is declared, the (delivery) times will be extended by the period during which the force majeure prevents MultiBel from fulfilling its obligations.
- If delivery is delayed by more than 1 month due to force majeure, both MultiBel and the customer are entitled to terminate the agreement – the unexecuted part – taking into account the provisions in Paragraph 4.
- If force majeure occurs and the agreement has already been partially executed, the customer shall retain the part of the goods already delivered or the part of the agreement already executed and pay the purchase price due in both cases, regardless of whether the customer demonstrates that the part of the goods already delivered can no longer be used or utilised effectively as a result of the failure to execute fully.
- Neither MultiBel nor the customer shall be liable to each other or be liable for damages in the event of termination of the agreement as a result of force majeure.

Article 9 Intellectual property

- MultiBel has and retains all rights to the products and concepts that have been invented and developed, in the

broadest sense of the word, that have been made, designed or used for the execution of the agreement with the customer insofar as rights may exist or have been established for said products in a legal sense.

- The customer is specifically prohibited from using products and concepts, including: computer programmes, system designs, methods, to reproduce, publish or exploit advice and other intellectual products, whether or not with the involvement of third parties, unless otherwise agreed.
- Nor is the customer allowed to hand over these products and concepts as referred to in Paragraph 2 to third parties, other than to obtain an expert opinion on the work of MultiBel.
- After approval from the customer, MultiBel is authorised to use the products and concepts delivered on behalf of the customer as promotional or demonstration material as part of its regular marketing activities.
- In case of violation or infringement of the provisions contained in Paragraphs 1-3, MultiBel can claim the actual damage from the customer.

Article 10 Complaints

- The customer must always notify MultiBel of any complaints of any kind in writing, stating reasons. A claim, regardless of what it relates to, does not give the customer the right to suspend or offset its obligations towards MultiBel under the agreement.
- The customer must report any visible complaints to MultiBel immediately after delivery or starting to work with them. If this does not happen, the delivered goods or work are considered correct and accepted.
- The customer's right to complain always expires if it has put into use, processed or otherwise (tacitly) accepted the products supplied by MultiBel.
- In the case of invisible defects, the customer must submit a written complaint within 14 working days after discovery of the defect or the defect should reasonably have been discovered. If this period expires without compliance with the formalities, the delivered or completed work is considered correct and accepted.
- All other complaints must be submitted to MultiBel by the customer within the agreed payment term.

Article 11 Applicable law and venue

- All legal relationships between MultiBel and the customer shall be governed exclusively by Dutch law.
- Without exception, all disputes that arise or may arise between the parties as a result of the relationships governed by these terms and conditions shall be settled, insofar as they exceed the jurisdiction of the court, sub-district by the court in Oost-Brabant, location 's-Hertogenbosch, on the understanding that MultiBel is at all times entitled to submit the dispute to the competent court in the jurisdiction in which the customer is located.