

ARTICLE 1. DEFINITIONS

ATLIS:	ATLIS Informatie Systemen B.V.
Counterparty:	the seller, supplier or contractor (including its staff and third parties) with which ATLIS makes an agreement.
Agreement:	every legal relationship to which these purchase conditions are applicable in accordance with article 2.1.
Products:	all products and services which are or should be provided to ATLIS, including software.
Services:	all activities commissioned by ATLIS, other than that which is defined under the terms of an employment contract, whether or not related to the supply of Products.
Software:	software stored on a computer-readable medium and their documentation, including any versions to be provided. Software can include standard and/or custom software.
Standard software:	parameterized software, generally offered by the Counterparty to its customers in unmodified form.
Custom software:	non-parameterized software designed and produced specifically for ATLIS.

ARTICLE 2. APPLICABILITY

- 2.1 These purchase conditions apply to all requests, offers and agreements, in which ATLIS acts as requesting and/or purchasing party.
- 2.2 Provisions that deviate from these conditions may be invoked only if and to the extent that these provisions are accepted by ATLIS in writing.
- 2.3 Any general conditions of the Counterparty, regardless of what they are called, are strictly rejected and do not apply to the agreement with ATLIS or their provision of services.

ARTICLE 3. OFFERS, AGREEMENTS

- 3.1 A request by ATLIS is followed by an irrevocable tender by the Counterparty.
- 3.2 An offer is valid for 30 days, unless otherwise agreed on in writing.
- 3.3 If an offer by the Counterparty is followed by a purchase order, the agreement comes into being at the moment ATLIS sends the purchase order to the Counterparty.
- 3.4 Execution of a verbal purchase order can take place only after ATLIS has confirmed the purchase order in writing or has supplied a purchase order number to the Counterparty.
- 3.5 In the case of framework agreements, the agreement comes into being each time the purchase order for a (partial) delivery, within the framework agreement, is sent by ATLIS or when ATLIS has supplied a purchase order number to the Counterparty.
- 3.6 ATLIS has the right to make modifications and additions to the offer. In that case the agreement comes into being when ATLIS receives written confirmation of the purchase order with respect to the modified or extended offer or when the Counterparty starts execution of the agreement. ATLIS has the right to request the Counterparty to make changes to the nature and scope of the Products to be delivered, within reason. These modifications may not be of such nature that it can be reasonably supposed that the Counterparty would not have accepted the agreement if these modifications had been known in advance. Modifications are agreed on in writing.
- 3.7 To the extent that the procedure in paragraphs 3.1 to 3.6 is executed by means of electronic communication, this is considered equivalent to written communication, provided that a purchase order number is supplied.

ARTICLE 4. PRICES

- 4.1 The agreed prices and tariffs are fixed and non-deductible and are in Euro's, excluding VAT, unless otherwise agreed on. Any taxes and levies due as a result of the execution of the agreement are chargeable to the Counterparty.
- 4.2 The prices include the costs of transport, customs clearance, insurance and packing, unless otherwise agreed on in writing.

ARTICLE 5. SUPPLY

- 5.1 For the interpretation of supply conditions, Incoterms 2000 apply, as specified by the International Chamber of Commerce in Paris.
- 5.2 Supply occurs Delivered Duty Paid (DDP), delivered at the agreed delivery location, exactly at the agreed time, or within the agreed period.
- 5.3 As soon as the Counterparty knows or must reasonably presume, that he will not be able to fully comply with the agreement, he is required to report this to ATLIS in writing, including the reasons for delay. If there is no (timely) delivery, the Counterparty is legally in default. Notwithstanding the rights of ATLIS, based on purchase conditions or from the law, parties will discuss if, and if so, how, the situation which has arisen can be corrected to the satisfaction of ATLIS.

- 5.4 If ATLIS requests the Counterparty to delay the Products, because of a reason or circumstance regarding ATLIS, the Counterparty will store the Products, appropriately packaged and recognisably intended for ATLIS. The Counterparty will take all reasonable measures to prevent deterioration of the Products, protect them and insure them. In return ATLIS will pay an amount, to be agreed on in writing, in compensation of the demonstrable costs incurred. In such a case ATLIS will not be in default.
- 5.5 The supply is to include all associated aids and documentation, such as test certificates, drawings, quality control certificates, guarantee certificates, maintenance and instruction books with manual.
- 5.6 The Counterparty is not authorized to execute partial deliveries. If the execution of partial deliveries has been agreed on in writing, the provisions for Delivery also apply to partial deliveries under these purchase conditions.
- 5.7 The Counterparty will strictly comply with the safety and other regulations set by ATLIS.

ARTICLE 6. PACKAGING AND SENDING

- 6.1 The Counterparty is responsible for any damage related to inadequate packaging.
- 6.2 The Counterparty needs to attach a clearly visible shipping advice and/or copy of the invoice to the Products to be delivered, on which at least the following is mentioned: name and address of Counterparty, purchase order number, net weight, country of origin, VAT number of the Counterparty, number of packages, means of transport and destination.

ARTICLE 7. OWNERSHIP AND RISK

- 7.1 The ownership of the Products and associated risks are transferred from the Counterparty to ATLIS at the moment of the actual supply, or of completion in accordance with Article 12.2.
- 7.2 The ownership of rights and associated risks are transferred from the Counterparty to ATLIS when a written agreement between Counterparty and ATLIS is signed.
- 7.3 In case of supply of standard software, instead of ownership, the Counterparty provides ATLIS with the undisturbed non-exclusive right to use the software for indefinite duration, at the moment of delivery. The same applies to modifications by Counterparty applied to standard software, unless otherwise agreed on. For the transfer of risk Article 7.1 applies.
- 7.4 In case of delay of delivery in accordance with the provisions in Article 5.3, the ownership of the Products concerned, transfers from the Counterparty to ATLIS, when the Products are stored identifiably as property of ATLIS at, or on behalf of the Counterparty.
- 7.5 In addition to that which is described in article 7.4, ATLIS may require that the ownership transfer of the Products and / or materials and parts meant for the Products, takes place sooner than on the time specified in article 7.1. In case of advance payment the ownership of the corresponding Products is transferred to ATLIS at the moment of that payment.
- 7.6 When applying the provisions in articles 7.4 and 7.5, the Counterparty will mark the Products and/or materials and parts destined for the Products as an identifiable property of ATLIS, and will indemnify ATLIS for any loss, damage and exercise of rights by third parties.

ARTICLE 8. PAYMENT, INVOICE

- 8.1 Payment takes place 30 days after the invoice has been received by ATLIS, but not faster than 30 days after acceptance as described in Article 10.
- 8.2 In order to secure the compliance of the Counterparty under the agreement, ATLIS is authorized to require the Counterparty to deliver an unconditional and irrevocable bank guarantee by a bank institution acceptable to ATLIS. The costs of the bank guarantee are at the expense of the Counterparty.
- 8.3 Payment by ATLIS can in no way be seen as a waiver of rights.
- 8.4 ATLIS is at any time authorized to settle claims of the Counterparty regarding ATLIS, with claims held by ATLIS on the Counterparty or on companies that belong to the same enterprise as the Counterparty, irrespective of whether or not the payment claim of the Counterparty on ATLIS has been transferred to a third party.

ARTICLE 9. QUALITY, GUARANTEE

- 9.1 The Counterparty guarantees that the provided Products:
 - operate in accordance with and comply to the agreement
 - are new, unless agreed on otherwise, possess the characteristics that have been promised, are suitable for the means they've been delivered for; are free of any defects, design-, construction-, material-, and manufacturing errors and third party rights.
 - in case of software: does not have undefined features, viruses and that the technical and functional characteristics meet the specifications agreed on;
 - comply with applicable regulations and/or other legislation concerning, but not limited to, the environment and labour conditions
 - are complete and ready for use and that tools that are required for the proper functioning, are provided, even if they are not mentioned by name;

- be manufactured of new and sound material and in environmental friendly and degradable material has been packed;
 - (partly) is not manufactured using child labour, such as has been defined in the ILO resolution 182;
- 9.2 If the Products, irrespective of the results of any inspection, do not comply to the provisions in paragraph 1 of this Article, the Counterparty will at its own expense and risk, have the choice to repair or replace the Products on the first written request of AT LIS, unless AT LIS prefers dissolution of the agreement in accordance with the provisions in Article 18, paragraph 3 and further.
- 9.3 The warranty period on Products will be at least 1 year after acceptance, starting from the moment as described in Article 7.1 or in case of Article 9.2 in conjunction with situation, after agreement on repair or replacement. If the Products concerns a supply of spare parts the warranty period starts after installation or commissioning thereof, starting from the moment as meant in Article 7.1. Expiration of the warranty period shall not affect the rights which AT LIS can derive from the law and the agreement. The agreed warranty in this period will in any case mean that Counterparty will remedy any defect, reported to by AT LIS in writing to the Counterparty within the guarantee period, as soon as possible to the account and for the risk of the Counterparty, including additional costs. If the Counterparty has modified, repaired or replaced the Products or components based of this obligation, the full warranty period will become effective.
- 9.4 When the delivered Products is software and the Counterparty works with releases, the most recent version will be delivered and versions will be supported for at least 2 years after introduction of a new version, free of charge, for the duration of the guarantee period.
- 9.5 The Counterparty guarantees that, during the warranty period, he will have the knowledge and the capacity available, required for the adequate implementation of warranty activities.
- 9.6 Counterparty will provide access to the quality assurance system used by him, at the first request of AT LIS.
- 9.7 Counterparty guarantees that all Products meet the CE inspection requirements, proof which will be provided by Products with the CE inspection label. For machines, appliances and processes for which raw materials and / or utilities are required, the Counterparty will provide so called Data-Safety-Sheets to AT LIS during delivery. In addition, the Counterparty must provide all information which is, or could be, necessary within reason, for a good, safely use and/or good operation of the Products.
- 9.8 Counterparty guarantees that the Products meet the requirements by or under the law, and that they do not contain prohibited substances and / or preparations. Also the Counterparty guarantees that the Products do not contain substances that can not be processed using the regular waste process methods. If desired, the Counterparty will provide insight to which extent care for the environment has played a part in the design and manufacturing. The Counterparty will inform AT LIS correctly and entirely in case the Products contain substances and/or preparations, which are dangerous or harmful to people, business, or the environment.
- 9.9 Counterparty is, during and after the production process of the Products, responsible for testing the (partially) produced Products. AT LIS will receive a copy of the test report if AT LIS requests this. If relevant, the Counterparty will use a quality assurance system in accordance with or similar to NEN-ISO 9001.
- 9.10 Counterparty protects AT LIS for all claims of third parties regarding defective Products in the sense of the product liability provisions of the Civil Code.
- 9.11 In case of urgent situations regarding AT LIS or if the Counterparty doesn't fulfil his warranty obligations, AT LIS has the right to execute (provisional) repairs at the expense of the Counterparty, or have them executed without prejudice to the guarantee obligations of the Counterparty.

ARTICLE 10. TESTING, ACCEPTANCE

- 10.1 On delivery the Products are inspected by AT LIS according to procedures of AT LIS, unless otherwise agreed on in writing.
- 10.2 In the case of software, the acceptance procedure will be carried out by the Counterparty in the presence of AT LIS or by individuals or organizations appointed by AT LIS. Irrespective of the acceptance of software AT LIS reserves the right to disapprove the software after a period of 30 days after acceptance, if this software appears to have imperfections. AT LIS will not disapprove the software if these imperfections are not substantial and do not prevent the software from functioning correctly. However, the Counterparty will remedy the imperfections immediately in consultation with and to the satisfaction of AT LIS.
- 10.3 When the products are partially or fully rejected on delivery, AT LIS will notify the Counterparty in writing. This notification will act as a letter of formal notice. AT LIS will allow the Counterparty to deliver in compliance with the agreement, within a reasonable amount of time. If the Counterparty doesn't use this opportunity or fails to deliver the Products in accordance with the agreement, AT LIS has the right to dissolve the agreement without further notice.
- 10.4 When the Products are rejected on or after delivery, the property and the risk are deemed to have remained at the Counterparty and therefore never transferred onto AT LIS.
- 10.5 AT LIS has the right to replace or repair the Products (or have them replaced or repaired) at the expense of the Counterparty, if, after consultation with the Counterparty may reasonably be assumed the Counterparty can or will not, not timely or not appropriately take care of the repair or replacement of the Product. This does not relieve the Counterparty of its obligations under the agreement. AT LIS can refrain from consultation if urgent circumstances require AT LIS to do so.

ARTICLE 11. CONFIDENTIALITY

- 11.1 Counterparty keeps secret any information that he, directly or indirectly, learns from or about AT LIS, and of which is certain that it is confidential of nature, or of which he is supposed to recognize the confidentially, within reason. This obligation does not apply to information which:
- is already known to the Counterparty, unless this information is supplied in confidentiality ;
 - has been legitimately collected independently from the supplying party, by the receiving party;
 - is publicly known.
- 11.2 The Counterparty requires third parties used for the implementation of the Agreement, to agree on the same kind of confidentiality in writing, or has them sign the non-disclosure agreements supplied by AT LIS.
- 11.3 The Counterparty may not publicly disclose the implementation of the Agreement or maintain, direct or indirect, contact with the originators of AT LIS, without prior written consent of AT LIS.

ARTICLE 12. INDUSTRIAL AND INTELLECTUAL PROPERTY

- 12.1 The Counterparty guarantees that the use, included resale, of the Products provided by him, or by the purchased or manufactured tools for the benefit of AT LIS, will not result in infringement on patent rights, brand rights, model rights, copyrights, or other third party rights. As far as the Products to be delivered or tools contain an (intellectual property) right of third parties, the Counterparty will make sure that AT LIS obtains the right to use the products, without having to pay more than the agreed purchase price. AT LIS reserves the right to negotiate the costs of these rights directly with the third party/parties, at the expense of the Counterparty.
- 12.2 If the use by AT LIS appears to violate or is about to infringe the (intellectual property) right of third parties as described in the first paragraph, the Counterparty is required to do the following, as chosen by AT LIS:
- replacing the Products or tools by equal products that do not violate the rights of third parties, or;
 - obtaining the right to use the Products for the Products concerned, or;
 - modification of the Products or tools concerned so that the violation is no longer present,
- All this in consultation with AT LIS, while preventing that extra costs arise on top of the agreed purchase price, and without possibilities that are limited compared to what was originally to be delivered.
- 12.3 The Counterparty indemnifies AT LIS against claims arising from the violation of any rights as mentioned in the previous paragraph, and he will compensate any damages and costs that are the consequence of this violation.
- 12.4 AT LIS is the rightful claimant to the intellectual properties that arise by, or are the consequence of the implementation of this Agreement by the Counterparty, including all rights to custom software and methods and techniques especially used for AT LIS during installation, implementation or other activities. In case of the delivery of standard software, that which is stated in Article 7 paragraph 3 applies.
- 12.5 All rights of industrial and intellectual property of the Products provided to AT LIS by the Counterparty, including software and systems of AT LIS delivered by third parties for the implementation of the Agreement, exclusively belong to AT LIS (or these third parties) unless stated otherwise.

ARTICLE 13. SPARE PARTS AND MAINTENANCE

- 13.1 Counterparty is required to keep spare parts in stock, for a time that is reasonable for the Products concerned, and to deliver them against rates and conditions that are in line with the current market, even after the production of the Product has ceased. AT LIS will be authorized to require a notification of the end of production.
- 13.2 Counterparty guarantees that he is willing and able to support the provided equipment during a period of 7 years after delivery or, if agreed on this, after acceptance.

ARTICLE 14. TRANSFER TO THIRD PARTIES

- 14.1 The Counterparty will not partially or fully transfer or outsource the rights and obligations arising from this Agreement to third parties transfer without prior written consent of AT LIS.

ARTICLE 15. LIABILITY, FINE

- 15.1 Counterparty is responsible for and kept to compensation of all damage (among which understood costs) which AT LIS suffers by or concerning the implementation of the agreement. Except for damage as result of production outburst and/or lacked profit, unless talk is of glaring failure (gross debt) or set up at Counterparty.
- 15.2 Counterparty indemnifies AT LIS against all claims of third parties on compensation of damages as defined in the first paragraph. In this paragraph, third parties mean: the staff of AT LIS and anyone active on behalf of AT LIS.
- 15.3 Counterparty indemnifies AT LIS against all claims of third parties regarding violations committed by the Counterparty with regard to agreements or the violation of legal regulations.
- 15.4 Unless blame of AT LIS (staff) can be proven, AT LIS is not liable to any damage, including damage due to destruction and loss of property, which could arise for the Counterparty.

- 15.5 Counterparty is required to sufficiently insure himself against any liabilities or risks as described in the previous paragraphs.
- 15.6 The Counterparty is legally in default without notice, starting on the agreed delivery date, if the Counterparty does not deliver the Products at the agreed date or in accordance with the agreed obligations. If the delivery of products has taken place within the agreed term or at the agreed location or in a way that's not in accordance with the Agreement, the Counterparty in default is due a fine of 1% of the price of the Products concerned, payable immediately and with addition of the income tax for each day of default with a maximum of 15%. If the performance is permanently impossible, the maximum fine is payable as a whole. The right to the fine is without prejudice to the right of AT LIS to demand compliance with the Agreement and claim damages where the damage exceeds the amount of the fine.

ARTICLE 16. INSURANCES

- 16.1 At the request of AT LIS the Counterparty is required to provide the policies of the insurance that he's required to close as stated in before mentioned provisions.
- 16.2 If the Counterparty is entitled to benefits regarding any liability to AT LIS based on an insurance agreement, then the Counterparty must ensure that these benefits occur directly to AT LIS, to which end AT LIS can desire that:
- Counterparty enters into the insurance contract on behalf of AT LIS, or that
 - Counterparty transfers a possible insurance claim to AT LIS, by choice of AT LIS.
- In this case, the Counterparty gives AT LIS an irrevocable authorisation to receive damage benefits.
- 16.3 Any possibly own risk regarding insurance closed by the Counterparty are at the expense of Counterparty.
- 16.4 Insurance doesn't result in a limitation of the liability of the Counterparty nor to the co-liability of AT LIS.

ARTICLE 17. ESCROW AGREEMENT

- 17.1 In case of delivery of Software, the Counterparty declares to have entered an escrow agreement with an escrow agency, meaning that all software, with (a copy of) the source code and related technical information and documentation has been transferred to the escrow agency. For each client a unique version is inserted and maintained. The Counterparty shall provide a copy of this escrow agreement to the first request of AT LIS. The cost of entering the escrow agreement on behalf of the Counterparty.
- 17.2 If desired, AT LIS can become a party in the escrow agreement between the Counterparty and the escrow agency. AT LIS has the right to appoint an escrow agency with which the escrow agreement must be made.
- 17.3 Counterparty declares that the escrow agreement for AT LIS secures the right for issuing of the original software and the source code, if: (i) Counterparty ceases its operation without legally transferring this Agreement to one or more third parties, or (ii) a state of bankruptcy is declared for Counterparty, or (iii) Counterparty is no longer able to meet its (support) obligations.
- 17.4 The escrow agreement is entered at the expense of Counterparty for an indefinite period of time, unless otherwise agreed on.

ARTICLE 18. TERMINATION, DISSOLUTION AND IMPUTED FAILURE, NOT IMPUTED NON-PERFORMANCE

- 18.1 At any time AT LIS has the right to prematurely terminate the agreement by means of a written communication to the Counterparty, given sufficient and significant reasons are provided for this termination.
- 18.2 Immediately after the receipt of the written communication, the Counterparty will cease the implementation of the Agreement. AT LIS and Counterparty will then consult on the consequences of such termination, which entitles the Counterparty to a reasonable compensation, not consisting of compensation for production loss, loss of profits and losses. The provisions of this paragraph shall not apply to cases in the third and fifth paragraph.
- 18.3 If the Counterparty is in default regarding the implementation of the Agreement, or if the Counterparty can be deemed not able to meet his obligations, and if any benefits are offered to an employee of AT LIS, or in case of bankruptcy or suspension of payment and in case of closure, liquidation or acquisition or any similar state of the company of the Counterparty, the Counterparty is legally in default and AT LIS has the right:
- a) to unilaterally terminate the agreement, partially or in whole, by written notice to the Counterparty, when the Counterparty in default fails to meet his obligations within 30 days after receiving the notice, or within any other set term;
 - b) to suspend or to settle the payment;
 - c) to leave the implementation of the Agreement, in part or in whole, to third parties, all of this without any liabilities for AT LIS and notwithstanding any rights belonging to AT LIS, including the right to complete compensation of damages, fine and compliance.
- 18.4 All claims that AT LIS might have or obtain regarding the Counterparty in these cases, will be payable immediately, with addition of collection costs.
- 18.5 To the extent that a failure to fulfil an obligation under the Agreement can't be attributed to the Counterparty (force majeure), the Counterparty is not in default, it is not obliged to pay a penalty, provided that the Counterparty has notified AT LIS immediately and at least within the agreed term for fulfilment of the obligations of the nature and cause

of the delay, in writing. A non-attributable default excludes: lack of staff, strikes, illness of staff, and deficiencies caused by third parties, whether or not due to force majeure.

- 18.6 If the Counterparty claims that it's not accountable for the fulfilment of obligations, AT LIS is entitled to suspend its payment obligation. If the not imputed non-performance takes longer than two (2) months, AT LIS can dissolve the agreement with immediate effect by sending a registered letter, without any entitlement to compensation.

ARTICLE 19. APPROPRIATE RIGHT, DISPUTES

- 19.1 To the agreement and all agreements that arise from it, Dutch right exclusively applies.
- 19.2 All disputes, including those that are only considered a dispute by one of the parties, arising from the Agreement or agreements between parties resulting from this agreement, shall be tried by the competent court in Utrecht.
- 19.3 Notwithstanding the previous paragraph, AT LIS can decide that the exclusion of the regular courts, disputes are decided by one or more (uneven number of) arbitrators under the rules of Dutch Arbitration Institute (NAI) in Rotterdam.
- 19.4 Where these terms and conditions have been translated into a language other than Dutch, in the event of disagreement or lack of clarity about the meaning or interpretation of one or more of these provisions, the Dutch version shall be decisive