



# GENERAL TERMS AND CONDITIONS

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## 01. DEFINITIONS OF TERMS

The terms below are used in these General Terms and Conditions. They are taken to mean the following:

**Prime Vision BV:**

The limited company Prime Vision BV incorporated under Dutch law and its rightful successors or affiliated organizations and partners that will enter into an agreement with Customer and has declared the General Conditions Prime Vision applicable.

**Contractor:**

Anyone who requests and orders the delivery of products and/or services.

**Agreement:**

The agreements recorded in a form, document or in another way, on the basis of which one or more services are carried out by Prime Vision, or items are delivered, or items are given in loan;

**Services:**

The services to be carried out by Prime Vision such as activities for maintenance and management, installation activities, design and consultancy tasks;

**Goods:**

All Prime Vision Products and/or Third Party Products provided by Prime Vision, the resulting provisions and related activities, also including software.

**Third Party General Conditions:**

Third Party General Conditions are amongst others understood as the delivery conditions, license conditions, warranty conditions or other conditions maintained by a third party.

**Third Party Infrastructure:**

The part of the Infrastructure maintained by a third party and/or delivered to Customer via Prime Vision. This is a Third Party Product.

**Third Party Products:**

All products and services provided by Prime Vision, the resulting provisions and related activities, which originate from third parties and whose intellectual property rights, industrial property rights and other rights are not held by Prime Vision.



## 2. APPLICABILITY

**2.1.** These conditions are applicable to all proposals and/or deliveries made by Prime Vision and agreements and/or other legal relationships between Prime Vision and Contractor, the resulting provisions and related activities regardless of whether or not they are based on a verbal, written and/or electronic agreement, unless otherwise agreed upon in writing.

**2.2.** The applicability of any general or other terms and conditions used by the Contractor is expressly rejected by Prime Vision, unless explicitly accepted in writing by Prime Vision.

**2.3.** Prime Vision reserves the right to make alterations and/or additions to the General Conditions Prime Vision. The modified General Conditions Prime Vision will become applicable, unless objections against modifications are made in writing within 30 (thirty) days of the notification date of the change.

## 3. QUOTE AND AGREEMENT

**3.1.** Contractor will use the quotation issued by Prime Vision and Prime Vision's knowledge and ideas contained therein only to evaluate his own interest in granting the order. The same is fully applicable to proposals to change, add to or extend the order. All offers made are without engagement, unless the offer explicitly indicates otherwise in writing. Offers are based on the data, information or requirements made known by Contractor. The validity period of each proposal/ quotation of Prime Vision is 90 days.

**3.2.** Verbal agreements, assignments, Additions and changes to the agreement or other expressions of whatever nature by employees of Prime Vision are only valid and binding when they have been confirmed in writing by authorized representatives of Prime Vision.

**3.3.** An agreement between Prime Vision and Contractor, for which no further contract and/or term has been agreed, has a term of 1 (one) year if the delivery concerns a Product for which a periodic fee is charged such as but not limited to maintenance and support. If this agreement is not terminated or not timely terminated, it shall be extended repeatedly in increments of 1 (one) year.

## 4. PERFORMANCE OF THE AGREEMENT

**4.1.** Prime Vision undertakes to perform the activities required to execute the Agreement according to the requirements of good professionalism. All assignments are carried out by Prime Vision on the basis of data, information, requests and/or requirements made known to Prime Vision by Contractor. There is, however, no question of a result-based agreement unless expressly agreed between Prime Vision and the Contractor.

**4.2.** The way in which the activities required to execute the Agreement will be performed will be determined fully by Prime Vision, without however impinging on the requirements of the Agreement and the requirements of good professionalism. Contractor shall provide all necessary cooperation to Prime Vision and shall make timely known all useful and necessary data and/or other information



required for an adequate execution of the agreement. Customer shall ensure the accuracy of this data and/or other information.

**4.3.** If data, information and/or requirements necessary for execution of the Agreement, are not provided, not timely provided and/or not provided in accordance with the Agreement, or if Contractor fails to meet its obligations in any other way; then Prime Vision has in any case the right to terminate or dissolve the Agreement or to suspend execution of the agreement and Prime Vision has the right to charge the costs incurred at its usual rates. Prime Vision is not liable for any damage suffered by Contractor as a consequence of late delivery.

**4.4.** If changes and/or new facts arise in regard to data, information, requests and/or requirements previously provided, Prime Vision will always be fully justified, in consultation with Contractor, to adjust the agreement to these new circumstances or to dissolve or annul the agreement.

**4.5.** The choice of personnel to be involved in the performance of the Agreement will be determined fully by Prime Vision. If, however, certain individuals are mentioned by name in the quotation or the order confirmation on the basis of their personal knowledge, these individuals (if possible in all reasonableness) will only be replaced following consultation with Contractor.

**4.6.** Where it has been agreed that the performance of the Agreement will take place at one of the Contractor's locations or where such arises from the nature of the services performed or items delivered, the Contractor will provide Prime Vision with adequate facilities and personnel at his own cost.

**4.7.** All Goods and Services not included in the quotation but purchased by Prime Vision at the Contractor's request are charged on the basis of the cost price plus 15% (fifteen per cent) for financial and administrative expenses, among others.

**4.8.** The delivery periods and times adhered to by Prime Vision in the quotation are indicative and should never be regarded as a deadline. The incidental failure to meet the stated dates does not constitute delay on Prime Vision's part.

**4.9.** Unless otherwise stated in the quotation no orders will be performed on Dutch holidays or remembrance days.

## 5. CONFIDENTIALITY

**5.1.** Prime Vision and Contractor mutually commit themselves to the confidentiality of all data and information concerning each other's organization, clients, files and Products, of which they become aware while working for each other or for Contractor's clients. Data and information may only be used in order to carry out the agreement between parties.



## 6. INTELLECTUAL PROPERTY RIGHTS

**6.1.** Prime Vision has the exclusive right to further develop the Prime Vision Products and place them at the disposal of third parties by means of licenses.

**6.2.** Except where Third Party Products are concerned, all intellectual property rights, industrial property rights, and other rights resulting from all activities carried out by Prime Vision, regardless of where and when carried out and regardless of whether it concerns the delivery of an existing Good(s) to be developed in the future, reside with Prime Vision.

**6.3.** Contractor acknowledges that all present and future intellectual property rights, industrial property rights, other rights and the registration and/or application of the foregoing rights and/or similar rights for the whole term thereof and all renewals or extensions thereof, now or at any time in the future worldwide at all times shall be and are hereby assigned or will be transferred to Prime Vision.

## 7. CONDITIONS OF PAYMENT

**7.1.** All tariffs stated in the quotation exclude turnover tax, import and export duty and other charges and taxes that may be imposed by the government. Prices exclude bonds and or parental guarantees and/or escrow.

**7.2.** In the event of a cross-border delivery the whole invoiced amount will be transferred by the Contractor without any retention of taxes, with the exception of any source taxes owed in the Contractor's domicile ("withholding tax"). Such source tax will be charged to Prime Vision, assuming that the Contractor performs all actions necessary to enable Prime Vision to obtain exemption from any treaty that should exist for the double payment of taxes between the Netherlands and the Contractor's domicile with the aim of preventing double taxation.

**7.3.** If no "fixed price" has been agreed in the quotation, then it is firmly established between the Contractor and Prime Vision that the amount to be paid will be determined on the basis of subsequent calculation based on the tariffs agreed for the order. If no tariffs have been agreed in advance, the tariffs are determined on the basis of Prime Vision's usual methods. If an "indicative price" has been included in the quotation, the amount stated is no more than a noncommittal estimate of costs. Prime Vision has the right to index her prices annually on 1 January. If a "fixed price" is included in the quotation, this price applies as the agreed price.

**7.4.** Prime Vision will charge the amounts by monthly invoice, unless otherwise agreed. Contractor will pay the invoice in full, without deduction, discount or the settlement of debts within 30 days of the invoice date. Payment should be made in the currency stated on the invoice, by a transfer of funds in favour of a bank account stipulated by Prime Vision.

**7.5.** Any objection to the invoice amount, or the completeness or the quality of the activities performed by Prime Vision do not suspend the Contractor's duty to pay.



**7.6.** In the event of the period stated in article 7.4. being exceeded the Contractor, having been requested by Prime Vision at least once in writing to pay within a reasonable period, is legally in default. In that case the Contractor owes the statutory level of interest on the amount owed from the date on which the sum payable became due until the time of full payment. Any judicial and extrajudicial collection costs will in that case also be charged to Contractor, including the costs incurred Contractor. The extra judicial costs are fixed at a minimum of 15% of the principal increased by the interest payable, without prejudice to the Customer's right to claim the actual extra judicial costs over and above this amount. Prime Vision retains ownership of all items it has made available to the Contractor under the Agreement, until the moment at which the amount owed to Prime Vision by the Contractor in connection with the Agreement is paid in full.

## 8. WARRANTY

**8.1.** For a period of 30 days (Warranty period), commencing upon acceptance (if the moment of acceptance is unclear the date the agreement was entered into shall apply), Prime Vision shall strive to repair any Errors in software to the best of its ability, provided these Errors have been reported in detail in writing to Prime Vision within the Warranty period. When it concerns hardware, a Warranty Period of 12 months is applicable calculated from the moment the hardware is installed. Prime Vision, at Prime Vision's sole discretion, is entitled at its expense to repair, modify or replace the Goods.

**8.2.** Error(s) means the failure to fulfill the functional specifications set down in writing by Prime Vision and, in cases of developing custom work Prime Vision Goods, the functional specifications expressly agreed upon in writing. An Error only exists where such can be demonstrated and reproduced. Contractor is required to immediately report possible Errors to Prime Vision. Every right to repair of Errors lapses if the Goods provided by Prime Vision are altered in any way or form.

**8.3.** The warranty period for hardware is 12 months, calculated from the moment the hardware is installed and used. Warranty regarding hardware will lapse if the hardware provided by Prime Vision is altered in any war or form.

## 9. GOODS AND SERVICES

**9.1.** Goods will be delivered according to Incoterms EXWorks, named Place Delft (the Netherlands). The manner in which transport takes place is therefore determined by Contractor and insurance of the Goods by Prime Vision will not take place.

**9.2.** Prime Vision retains the ownership of items until the moment that the Contractor has paid all amounts owed. As long as Contractor does not yet have ownership of the items, he may not transfer, pledge or mortgage, rent or loan or in any other way, under any title whatsoever, the items for the disposal of a third party, unless granted prior written permission to do so by Prime Vision. The Contractor should inform Prime Vision immediately if the items are encumbered or if Prime Vision's property rights or those of a third party authorized by Prime Vision to provide hardware or software are in any other way at risk.



**9.3.** As long as the ownership of the items resides with Prime Vision, Prime Vision is authorized to retrieve the goods from Contractor. The costs of this are payable by the Contractor if such an action lies within the scope of Contractor's risk. Contractor should provide Prime Vision and its hired individual's access to the location of the items so that the items may be retrieved.

**9.4.** Contractor is granted the non exclusive right to use the Goods and corresponding documentation according to Prime Vision's or, when a Third Party Product, Third Party General Conditions. The user rights shall go into effect after Contractor has made the required payments and fulfilled its other obligations.

**9.5.** Reverse engineering or decompilation of the Goods is not permitted by Contractor, unless such is explicitly permitted by law.

**9.6.** Contractor will be responsible for making back-ups on time to the extent possible. Upon Customer's request, Prime Vision will inform Customer of the procedures and security measures necessary regarding securing data and the realization of Back-ups.

**9.7.** The delivery of services by or through Prime Vision takes place at the place and time that the services are performed.

**9.8.** Only if installation is carried out by Prime Vision an acceptance period immediately following completion of the installation is applicable. The acceptance period for Contractor runs for 14 (fourteen) days following completion of the installation, unless agreed otherwise in writing. During the acceptance period, Contractor is not permitted to use the Goods for production and/or operational purposes.

The Goods shall be considered by both parties as accepted:

- upon delivery if there is no acceptance period applicable, or
- if an acceptance period is applicable, on the first day following the acceptance period, or when Prime Vision, before the end of the acceptance period, receives a Test Report at the moment that the Errors identified in that Test Report have been repaired, notwithstanding the presence of small Errors which do not hinder acceptance.

**9.9.** If the Goods are delivered and tested in phases and/or parts, the non-acceptance of a particular phase and/or part will not delay the acceptance of an earlier phase and/or another part.

Contrary to the preceding, the Goods shall be considered as accepted if Contractor uses the Goods in any manner for productive or operational purposes before the moment of acceptance. The Goods shall be considered as accepted from the beginning of any such use.

## **10. TERMINATION AND CANCELLATION OF THE AGREEMENT**

**10.1.** In addition to the grounds on which cancellation is possible stated in the law, each of the parties has the right to wholly or partially terminate the agreement without legal intervention and without proof of default with immediate effect, if the other party: a is declared bankrupt or has submitted a bankruptcy petition; b has applied for a suspension of payments or this has been granted to him. In these cases, any claim by Prime Vision will be immediately due.



## 11. LIABILITY

**11.1.** Prime Vision's total liability shall be limited to compensation for direct damage and to a maximum of the amount of the price payable by Contractor under article 7.4. hardware excluded, whereby a sequence of events is regarded as one event. With a total compensation sum of maximum € 5.000.000,-.

**11.2.** Prime Vision's liability for indirect damage, including consequential damage, loss of profit, loss of savings, mutilated and/or lost data, delays, losses, damage as a result of a failure of Contractor to provide the required information or assistance, damage through corporate inactivity and/or claims from third parties against Contractor, is expressly rejected.

**11.3.** The condition for the existence of any right to compensation is always that Contractor notifies Prime Vision in writing by registered mail within 60 (sixty) days after the damage came into existence and takes the necessary measures to limit the damage as much as possible.

**11.4.** Prime Vision does not accept any liability for damage regardless of its nature caused by Third Party Products which Prime Vision has delivered to Contractor. If possible Prime Vision will transfer its rights for damage compensation from the supplier of the Third Party Product in question to Contractor.

## 12. PRIVACY INFORMATION

**12.1.** In case Contractor is the 'controller' in terms of the General Data Protection Regulation and is thus responsible for the protection of (personal) data, that is sent or adapted and/or processed by the equipment and/or software of Prime Vision on behalf of Contractor.

**12.2.** Contractor will indemnify Prime Vision against any allegation as a result of a violation of any person's privacy.

**12.3.** Where Contractor is authorized, Contractor explicitly agrees with the registration of (privacy)information of users in the privacy registration of Prime Vision for administrative and management purposes. The privacy registration will contain, amongst others, Identification Codes and Process-data and will only be accessible for Prime Vision. This information will not be provided to third parties unless Prime Vision is obligated to do so on the basis of a court order.

**12.4.** In case, contrary to the first paragraph of this article, Prime Vision will be responsible as 'processor' in terms of the General Data Protection Regulation for the protection of personal data of which the use by Prime Vision is necessary for the proper fulfilment of its obligations under the agreement and Prime Vision will indemnify Contractor against allegations of private individuals for violation of their privacy as a result of an act or failure to act of Prime Vision. Prime Vision as 'processor' shall comply with all relevant obligations under the Personal Data Protection Act.



PRIME VISION

## 13. TRANSFER

**13.1.** The agreement between Prime Vision and Contractor and the rights and obligations, which flow forth from this agreement, cannot be transferred to a third party by Contractor without the prior written consent from Prime Vision.

**13.2.** Contractor gives Prime Vision in advance the right, without needing the explicit approval of Contractor, to transfer the whole agreement or parts thereof to:

- a) holding-, sister- and/or subsidiary companies;
- b) a third party in the case of merger or acquisition of Prime Vision.

In the event this happens, Prime Vision will inform Contractor.

## 14. ORDER OF PRECEDENCE FOR CONFLICTING STIPULATIONS

**14.1.** In the event that these Terms and Conditions, the order confirmation or other agreements that comprise part of the agreement contain conflicting stipulations the order of precedence stated in the following paragraphs applies.

**14.2.** The stipulations of the General Terms and Conditions will prevail over the quotation, the order confirmation and other agreements that comprise part of the agreement unless the deviation from the Terms and Conditions is explicitly agreed upon in writing.

## 15. SETTLEMENT OF DISPUTES

**15.1** All agreements made between Prime Vision and Contractor are governed by the laws of The Netherlands, unless otherwise agreed upon in writing. Parties explicitly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.

**15.2.** Any dispute between parties arising under any agreement, which cannot be resolved amicably, disputes will be placed before a qualified court in The Hague, The Netherlands.