



General Terms and Conditions for Agreements concerning Delivery of Products and Services by Brickyard BV.

General provisions

1. Offer and agreement

- 1.1. These general terms and conditions apply to all offers and agreements whereby Brickyard delivers goods and / or services to the Client, even if these goods or services are not (further) described in these terms and conditions. Deviations from these general terms and conditions are only valid if agreed in writing.
- 1.2. All offers are without obligation, unless otherwise stated in writing in the offer.
- 1.3. Brickyard excludes the general delivery and / or payment conditions of the Client.
- 1.4. If a provision in these general terms and conditions is invalid, the remaining provisions will remain in force. Brickyard and the Client consult to agree on new provisions, taking into account as much as possible the purpose and scope of the invalid provisions.
- 1.5. Images, drawings, diagrams, measurements, time or weight statements that Brickyard gives of goods are solely intended to give a general representation of the Brickyard offer and are in no way binding. In addition to assembly, installation, service instructions and specifications of the services to be provided. Deviations from non-agreed specifications do not give Client the right to terminate the agreement, refuse goods, reject acceptance of the result of services provided, suspend payments or refuse payments or request compensation.

2. Delivery times

All (delivery) periods that Brickyard mentions have been determined to the best of its knowledge on the basis of the information that was known at the time the agreement was entered into. Brickyard will take this into account as much as possible; the mere exceeding of a stated (delivery) period does not mean that Brickyard is in default. Brickyard is not bound by (delivery) periods that can no longer be met due to circumstances beyond our control, which occur after entering into the agreement. The moment that any period is exceeded, Brickyard and the Client will consult as soon as possible.

3. Price and payment

- 3.1. All prices are exclusive of turnover tax (VAT) and other levies imposed by the government.
- 3.2. If there are amounts in the agreement that the Client must pay periodically, Brickyard has the right to adjust the applicable prices and rates, with a written notice of at least three months.
- 3.3. Brickyard has the right to adjust the agreed prices and rates with a written notification to the Client for services that Brickyard will deliver at a time that is at least three months after the date of this notification.
- 3.4. If the Client does not agree with an adjustment of prices and rates as referred to in Article 3.2 or 3.3, the Client has the right to cancel the agreement in writing within seven working days after notification.



- 3.5. Client pays all invoices in accordance with the payment conditions stated on the invoice. If no specific conditions have been agreed, the Client will pay within thirty days after the invoice date.
- 3.6. If the Client does not pay the amounts due within the agreed period, the Client will pay the statutory interest on the outstanding amount without any notice of default being required. If the Client fails to do so, after notice of default, Brickyard can hand over the claim, after which the Client will be responsible for the full reimbursement of extrajudicial and legal costs in addition to the total amount due. This includes all costs calculated by external experts, in addition to the legally determined costs associated with the collection of this claim. Those costs amount to at least 15% of the total amount.
- 3.7. Brickyard will charge the Client costs for work that is unreasonably aggravated. This also applies to work that we cannot perform in the usual manner or without interruption due to causes that cannot be attributed to Brickyard . Brickyard can also charge costs that arise from regulations in which the government sets higher requirements for the activities of Brickyard than stipulated in the agreement.

4. Confidential information and non-takeover clause

Each of the parties guarantees that all information of a confidential nature that is received from the other party before and after entering into the agreement will remain secret. Information will in any case be considered confidential if one of the parties has designated it as such.

5. Reservation of ownership and rights

- 5.1. Everything that Brickyard delivers to the Client remains the property of Brickyard until all amounts have been paid that the Client owes for the delivered goods or work performed, in accordance with the agreement.
- 5.2. The Client receives rights on the condition that the Client pays the agreed fees fully and in a timely manner.

6. Risk

The risk of loss or damage to the items that are the subject of the agreement is transferred to the Client as soon as these are actually available to the Client.

7. Intellectual or industrial property rights

- 7.1. Brickyard is the intellectual or industrial owner of the rights to all materials developed or made available in accordance with the agreement. The Client only receives the user rights. Copying software or other materials is not permitted.
- 7.2. The Client knows that the software, equipment and other materials made available contain confidential information and trade secrets from Brickyard or its licensors. Client keeps this software, equipment and materials secret, does not disclose them to third parties and does not use them. Client only uses them for the purpose for which they were made available. Third parties also include unauthorized persons working in the Client's organization.
- 7.3. The Client is not permitted to remove or change any indication about copyright, brands, trade names or other intellectual or industrial property rights from the software, equipment or materials, including indications regarding the confidential nature and secrecy of the software.
- 7.4. Brickyard has the right to take technical measures to protect the software. Client may not remove or evade this protection.



- 7.5. The Client will request Brickyard in writing and specified information if he develops software or develops software for him or if the Client intends to do so and he needs information in order to shape this software in connection with interoperability. Brickyard will indicate within a reasonable period of time whether the Client can have access to the requested information and under which conditions. These conditions may be of a financial nature or relate to third parties that the Client may wish to engage. By interoperability we mean the ability of software to exchange information with other components of software to communicate via this information.
- 7.6. If the Client is confronted with a legal claim based on the claim that the software that Brickyard develops, equipment or materials, infringes the intellectual or industrial property rights that apply in the Netherlands, Brickyard assumes responsibility for this from the Client. This is on condition that the Client immediately informs Brickyard in writing about the existence and content of the legal claim. The Client must also leave the handling of the case entirely to Brickyard . The Client will grant Brickyard the necessary powers of attorney, information and cooperation to defend itself against these legal claims, if necessary in the Client's name.

This obligation naturally expires when the infringement is related to changes that the Client has made to the software, equipment or materials or has had third parties make. If it is irrevocably established that Brickyard software, equipment or materials infringe any intellectual or industrial property right belonging to a third party or if, in Brickyard 's opinion, there is a reasonable chance that such an infringement will occur, Brickyard will take back the delivered goods. This against crediting the acquisition costs, with deduction of a reasonable user fee. Or Brickyard ensures that the Client can continue to use the delivered software, or functionally equivalent to other software, equipment or materials, undisturbed.

Brickyard excludes any other liability for infringement of intellectual or industrial property rights of third parties. This also includes liability for breaches through use of the software, equipment or materials supplied in a form for which they have not been developed or intended.

8. Cooperation by the Client

- 8.1. The Client shall always provide Brickyard with all data or information required for the proper execution of the agreement and, where necessary, fully cooperate.
- 8.2. The Client is responsible for the use and application of the equipment, software and services of Brickyard in its organization. He is also responsible for control and security procedures and adequate system management, unless agreed otherwise.
- 8.3. If it has been agreed that the Client will make software, materials or data available on information carriers, these will meet the specifications that are necessary for performing the work.
- 8.4. If the data necessary for the implementation of the agreement is not available to Brickyard , or not in time or in accordance with the agreements , or if the Client otherwise fails to meet his obligations, Brickyard is in any case entitled to suspend the implementation of the agreement. and we may charge the costs that arise as a result, according to its usual rates.
- 8.5. When employees of Brickyard perform work at the location of the Client, the Client will make the required facilities available free of charge, of course within reason.

9. Termination

- 9.1. Both parties may terminate the agreement if the other party accountably fails to meet their obligations. However, only after a written notice of default that is as detailed as possible. There is also a reasonable period for rectifying the shortcoming.
- 9.2. If the agreement has been entered into for an indefinite period of time, both parties may cancel it in writing. However, only after good business consultation and with reasons. If the parties have not agreed a cancellation period, a reasonable period will be taken into account when canceling. Parties are not obliged to pay compensation due to such cancellation.
- 9.3. Brickyard may terminate the agreement in whole or in part without notice of default and without judicial intervention with immediate effect by written notice. This is possible if the Client has been granted a moratorium on payments, if the Client has filed for bankruptcy or if his company is liquidated or terminated other than for a merger. Brickyard is not obliged to pay compensation due to this termination.
- 9.4. If the Client has already received agreed performance at the time of the dissolution as referred to in Article 9.1, these cannot be undone and the payment obligation will continue to exist in that case. Amounts invoiced by Brickyard prior to the dissolution will remain fully due and Brickyard may claim them immediately at the time of the dissolution.

10. Liability of Brickyard ; indemnity

- 10.1. Brickyard accepts legal obligations for compensation to the extent that this appears from this article 10.
- 10.2. Brickyard is liable if we fail to fulfill the agreement. This liability is limited to compensation for direct damage to a maximum of the amount of the price (excluding VAT) that is stipulated for the agreement. If the agreement is mainly a continuing performance contract with a duration of more than one year, the stipulated price is set at the total of the fees (excluding VAT) for one year. Under no circumstances will the total compensation for direct damage amount to more than € 125,000 (one hundred and twenty-five thousand) euros.

By direct damage we mean exclusively:

- the reasonable costs that the Client would have to incur to have Brickyard 's performance comply with the agreement. However, this damage will not be compensated if the Client has dissolved the agreement;
 - the costs that the Client incurs because Brickyard has not delivered on a binding delivery date, as a result of which the customer must of necessity keep his old system operational for longer, including the related provisions.
 - the reasonable costs incurred to determine the cause and extent of the damage, insofar as these costs relate to direct damage as stated in these conditions;
 - reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to the limitation of direct damage as stated in these terms and conditions.
- 10.3. Brickyard 's liability for damage caused by death or personal injury or for material damage to property will not exceed 125,000 (one hundred and twenty-five thousand) euros per event, with a series of related events counting as one event.
 - 10.4. Brickyard excludes liability for indirect damage. This includes lost profit, missed savings and damage due to business stagnation.



- 10.5. Brickyard is only liable for an attributable failure to comply with an agreement, after the Client immediately, properly and in writing, declares Brickyard in default. The Client hereby gives Brickyard a reasonable period to rectify the shortcoming. Only if we fail to meet our obligations after that period, we will default. This notice of default must also contain a detailed description of the shortcoming, so that we can respond adequately.
- 10.6. A condition for the existence of any right to compensation is always that the Client reports the damage to Brickyard in writing as soon as possible after it arises.
- 10.7. Brickyard is not liable for a defect in a product or system that the Client has supplied to a third party and that also consists of equipment, software or other materials that Brickyard has supplied, except when the Client proves that the damage was caused by this.

11. Force majeure

- 11.1. None of the parties has any obligation in the event of force majeure. By force majeure we mean, among other things, a non-attributable shortcoming of suppliers to Brickyard.
- 11.2. If the force majeure situation has lasted longer than ninety days, the parties have the right to terminate the agreement in writing. We will settle proportionally what has already been performed in accordance with the agreement, without the parties owing each other anything else.

12. Export

When exporting equipment, components or software by the Client, the relevant export provisions apply. The Client indemnifies Brickyard against claims from third parties related to violations of the export provisions that apply and that can be attributed to the Client.

13. Applicable law and disputes

Dutch law applies to the agreements between Brickyard and Client.

Computer service

By computer service we mean the processing of data using software and equipment that Brickyard supplies and manages.

14. Execution of the work

- 14.1. Brickyard will provide the computer service with due care in accordance with established procedures and agreements.
- 14.2. Brickyard processes the data that the Client prepares and supplies in accordance with our conditions.
- 14.3. The Client ensures that all data, software, procedures and instructions that he makes available to Brickyard for the performance of the computer service are correct and complete.
- 14.4. Brickyard can make changes to the content or scope of the computer service. If such changes change the applicable procedures at Client, Brickyard will inform Client about this as soon as possible. The costs of this change are for the account of the Client. In that case, the client can cancel the agreement in writing. However, this is not possible if the change is related to changes in relevant legislation or other regulations issued by competent authorities or if Brickyard is responsible for the costs of this change.



15. Telecommunications

- 15.1. If telecommunications facilities are used in computer service, Client is responsible for the correct choice and timely availability. Brickyard is not responsible for transmission errors.
- 15.2. When processing data using telecommunication facilities, Brickyard will assign Client access or identification codes. Client will treat the access codes confidentially and only make it known to authorized staff members.

16. Security and privacy

The Client complies with the legal regulations for data processing, in particular those included in the Personal Records Act. Brickyard ensures adequate security of personal records.

17. Guarantee

Unless otherwise agreed, Brickyard is not responsible for checking the accuracy and completeness of the results of the computer service. Client will check these results. Brickyard does not guarantee that the computer service is error-free. If imperfections in the results of the processing are a direct result of products, software, procedures or operating actions for which Brickyard is responsible, Brickyard will repeat the computer service to repair these imperfections to the best of its ability. Brickyard will perform the repeat free of charge. If Brickyard is not responsible for the imperfections, the Client may request Brickyard to repeat the computer service. We then charge the costs. If Brickyard will not reasonably be able to rectify any defects, Brickyard will credit the amounts due for the service, without being further or otherwise liable.

Services

By services we mean various services such as organization and automation advice, applicability research, consultancy, training, courses, training, support, the design or development of software or information systems, or the provision of assistance therewith and services related to networks.

18. Performance

- 18.1. If it has been agreed that the services will be provided in phases, Brickyard has the right to postpone the commencement of the services belonging to a following phase until the Client has approved the results of the preceding phase in writing.
- 18.2. If the agreement has been entered into with a view to execution by a specific person, Brickyard may replace this person with one or more other persons with the same qualifications.

19. Change and additional work

- 19.1. If Brickyard, at the request or with the prior consent of the Client, carries out work or other services that fall outside the content or scope of the agreed services, these will be reimbursed in accordance with the usual rates of Brickyard. However, Brickyard is not obliged to comply with such a request. Parties can conclude a separate written agreement for this.
- 19.2. The Client accepts that work or performance as referred to in Article 19.1 may influence the time of completion of the service.



19.3. When parties conclude a separate agreement for additional work or performance, Brickyard will inform the Client in writing about the financial consequences.

20. Education, courses and training

20.1. Insofar as Brickyard's services consist of providing a course, course or training, Brickyard may require payment in advance.

20.2. If the number of registrations gives cause for this, Brickyard has the right to combine the course, course or course with one or more other courses, courses or trainings, or to organize these on a different date or at a later time.

Software development

21. Software development

21.1. Parties specify in writing which software will be developed and how. Brickyard will execute the software development with care based on the data provided by the Client. Client is responsible for the accuracy, completeness and consistency of that data.

21.2. Brickyard has the right to investigate the accuracy, completeness or consistency of the data or specifications and, if any imperfections are found, to suspend the agreed work until the Client has removed the relevant imperfections.

22. Delivery, installation and acceptance

22.1. Brickyard will install the software in accordance with the written specifications.

22.2. The software will count as accepted between parties:

- if an acceptance test has been agreed between the parties, it has been successfully completed and the delivery protocol has been signed;
- if Brickyard receives a test report before the end of a test period and the errors mentioned in that test report have been corrected, apart from imperfections that do not prevent acceptance in accordance with Article 22.4.

22.3. If, during the acceptance test, it appears that the software contains errors that impede the progress of the test, the Client will inform Brickyard at the latest on the last day of the test period with a written and detailed test report about the errors. Brickyard will correct the reported errors within a reasonable period, whereby Brickyard has the right to introduce temporary solutions, program diversions or problem - avoiding restrictions in the software.

22.4. Acceptance of the software may not depend on minor errors that do not reasonably prevent operational or productive use of the software.



Use and maintenance of software

23. Right of use

- 23.1. Brickyard grants the Client the non-exclusive right to use the software. The Client shall strictly comply with the usage restrictions agreed between the parties.
- 23.2. The software may only be used by the Client in its own company or organization for a certain number or type of users for which the user right has been granted.
- 23.3. The right of use is not transferable. The Client is not permitted to sell, rent, sublicense, dispose of or grant limited rights to the software or to make it available to a third party in any way or for any purpose, even if the third party concerned uses the software exclusively for the benefit of Client. Client will not change the software and will not use it in the context of processing data for third parties ('time sharing'). Brickyard does not make the source code available to the Client.

24. Installation

Brickyard makes the software available to the Client via hosting.

25. Guarantee

- 25.1. If the parties have entered into a maintenance agreement, Brickyard will, to the best of its ability, repair any errors in the software if these have been described in detail to Brickyard in writing. Brickyard does not guarantee that the software will work without interruption or errors or that all errors will be corrected. The repair will be carried out free of charge, in accordance with the conditions of the maintenance agreement, unless the software has been developed by order of the Client other than for a fixed price. In that case, Brickyard will charge the usual rates and costs of repair. Brickyard may charge its usual rates and the costs of repair if there are user errors or improper use of the Client or of other causes not attributable to Brickyard or if the errors in the execution of the agreed acceptance test could have been determined. Repair of corrupted or lost data is not covered by the warranty. The guarantee obligation expires if the Client makes changes to the software without written permission from Brickyard.
- 25.2. Brickyard has the right to implement temporary solutions, program bypasses or problem-avoiding restrictions in the software.

26. Maintenance

- 26.1. If a maintenance agreement has been concluded for the software, the Client will report any errors in the software to Brickyard in accordance with the procedures of Brickyard. Upon receipt of the notification, Brickyard will, to the best of its ability, correct errors and / or make improvements to subsequent new versions of the software. Depending on the urgency, Brickyard determines the period and the way in which it will make the results available to the Client.
- 26.2. Brickyard does not guarantee that the software will work without interruption or errors or that all errors will be corrected.
- 26.3. Repairing corrupted or lost data is not covered by maintenance.



Equipment sales

27. Delivery

- 27.1. The equipment that Brickyard sells to the Client is delivered to a location in the Netherlands to be designated by the Client.
- 27.2. Brickyard will inform the Client in good time before delivery of the time at which we intend to deliver the equipment.

28. Installation

- 28.1. In all cases, the Client will provide a suitable installation site with all necessary facilities, such as cabling and telecommunication facilities, prior to delivery of the equipment. If required, Brickyard will make a proposal for the construction of these facilities to the Client.
- 28.2. The Client shall grant Brickyard access to the installation site during the normal working hours of Brickyard for the performance of the necessary work.

29. Delivery, installation and acceptance

Brickyard will make the equipment available to the Client by delivery or by installing the equipment at the Client. The equipment will be deemed accepted by the parties on the date of delivery or, if installation has been agreed in writing by Brickyard, on the date of installation.

30. Warranty

- 30.1. Brickyard will repair any material and manufacturing defects in the equipment to the best of its ability, within three months after it has made it available. A condition is that these errors must be reported in detail to Brickyard within that period. All replaced parts become the property of Brickyard. The guarantee obligation lapses if these errors are wholly or partly the result of incorrect, careless or improper use, external causes such as fire or water damage, or if the Client makes changes to the equipment without the permission of Brickyard.
- 30.2. Work and repair costs outside the scope of this guarantee will be charged by Brickyard in accordance with the usual rates.

31. Equipment from supplier

If Brickyard supplies third-party equipment to the Client and also reports this in writing, the terms and conditions of those third parties apply to that equipment. Client accepts the aforementioned conditions of third parties. These conditions are available for inspection by the Client and Brickyard will send them to the Client upon request.

Maintenance of equipment

32. Duration of the maintenance obligation

- 32.1. The agreement for maintenance of equipment applies for the duration that the parties agree.
- 32.2. The duration of the agreement is always tacitly extended by one year, unless the Client or Brickyard terminates the agreement in writing with due observance of a notice period of three months before the end of the relevant period.
- 32.3. Parties are not obliged to pay compensation due to cancellation.



33. Maintenance

33.1. By maintenance we mean:

- preventive maintenance: the inspection that Brickyard considers necessary to prevent malfunctions. Preventive maintenance also includes adjustment and cleaning of the equipment;
- corrective maintenance: the elimination of equipment malfunctions that have arisen during normal use of the equipment as a result of natural wear and defects in the equipment. This also includes repairs to and replacement of worn or damaged parts.
- There is only a malfunction if it can be demonstrated and reproduced.

33.2. Maintenance is carried out during Brickyard's office hours.

34. Maintenance and use conditions

34.1. The Client can have the equipment relocated at its expense after prior written permission from Brickyard.

34.2. Immediately after the occurrence of a malfunction in the equipment, the Client shall notify Brickyard thereof. This causes a person skilled employee of the Client with a detailed description of the error that occurred. The Client must provide Brickyard personnel or a third party designated by Brickyard access to the site of the equipment and provide all other necessary assistance.

34.3. The Client makes the equipment for the aforementioned work available to Brickyard.

34.4. Client is responsible for the technical, spatial and telecommunication facilities that are necessary for the equipment to function.

35. Exclusions

Work for the investigation or repair of malfunctions resulting from improper use of the equipment is not part of Brickyard's obligations . This also applies to malfunctions due to errors in communication lines, power supply or in links with equipment, software or materials that are not covered by the agreement.

36. Rates and tax

Brickyard has the right to suspend this maintenance in the event of a delay in the payment of the maintenance fee.