General Terms and Conditions of Purchase of DTG

I GENERAL PROVISIONS

Article 1 / Definitions
In these General Conditions of Purchase, the following words have the following meaning:

Agreement

DTG: General Conditions: Products:

the agreement between the Supplier and DTG for the purchase of the Product and Service by DTG, including all Purchase Orders and the annexes:

DTG by, with 154 annexes:

DTG by, with 154 annexes of the Product of the American Service of the Product and Service of the Service Purchase Order: Service: Specifications: Supplier:

The supplier or the Products of the Products o

Custom Software:

Software Release: Software Upgrade:

Article 2 (Seneral provisions – Purchase Orde and Agreement)
Article 2 (Seneral provisions – Purchase Order and Agreement)
The General Conditions shall apply to all Purchase Orders, offers, legal relationships and Agreements, either made orally, in writing, electronic or in any other form, concerning the purchase of Products and Services by DTG.

Deviations from the General Conditions shall only apply if and to the extent that they have been explicitly agreed upon in the Agreement.

The applicability of any general terms and conditions of Supplier is explicitly rejected, except if agreed differently in the Agreement. In the event that any provisions of Supplier's general terms and conditions of Supplier's experience as well.

Purchase Orders, Agreements, modifications thereof and additions thereto will only be binding upon parties if they have been placed or confirmed as the case may be in writing by DTG.

cle 3 / Offers by the Supplier and conclusion of Agreements
All offers by the Supplier are irrevocable, not free of obligation for Supplier and can be accepted by DTG within the term stated on the offer. In the offer does not state a term, a term of three (3) months will apply, All costs with respect to the offer will be borne by Supplier.
DTGs requests for an offer are non-binding and are to be considered as an invitation to make an offer.
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le 4 / Execution of the Agreement
The Supplier shall execute the Agreement at the time or times agreed upon. The deadlines and lead times applicable for the Supplier in the Agreement are binding and final. In the event of early execution of all or part of the Agreement, which is permitted only with and after the prior written approval of DTG, payment will nevertheless be effected as if the initially agreed time(s) had been adhered to.
Unless agreed otherwise in writing, Supplier shall a this own account and costs ensure to obtain all in accessary permits, exemptions, approvals, decrees, and the life of the execution of the Agreement.
Supplier worms all conduct its business in accordance with DTG's business principles and that environment friendly and biodegradable supplier worms and the size of the interval of the Products and Services and that it will not make use of child labour as defined in the ILO Convention 182.

Without the prior written consent of DTG. Supplier will not use subcontractors for the execution of the Agreement. If following the written

eatenas will be used for the manufacturing and producing of the Products and Services and that it will not make use of child labour as defined the ILO Comentor 182.

(Ithout the prior written consent of DTG, Supplier will not use subcontractors for the execution of the Agreement. If following the written provad of DTG Supplier uses useful betwards DTG for the performance thereof and the written provad of DTG Supplier uses useful betwards DTG for the performance thereof and the supplier genarias less that contractors shall conform to the conditions and provisions of the Agreement as if they are party thereto. Supplier is obliged to inform DTG immediately of accidents during the performance of the Services and activities and to provide DTG with all the spice (increase or decrease) and/or delivery period agreed, then prior to implementing the changes supplier in the price (increase or decrease) and/or delivery period agreed, then prior to implementing the changes Supplier ill inform DTG of these consequences in writing as quickly as possible, but no later than seven days after the notification of the desired change. If the strictle does not give Supplier any entitlement of the desired changes and/or costs.

Journal of the desired changes to the ordinary of the service of the services of the services of the services of the service of the services of the se

Article 5 / Acceptance testing
5.1 DTG is entitled to inspect and test the Services and Products upon their arrival at the location of DTG and/or upon the completion of the work
to be carried out pursuant to the Agreement, within a reasonable period after receipt of Supplier's notice of its completion, in order to ascertain
whether the agreed Specifications and requirements are compiled with DTG is entitled to reject the Products and the Services in case they don't
2.2 After the inspection and testing, DTG shall inform the Supplier as soon as possible in writing of its acceptation or rejection, giving the reason
which lead to the rejection.
3. Any additional work Supplier needs to carry out in order to get the Products and the Services accepted, will be performed without any additional
costs for DTG and within a term of two (Z) weeks after DTG has notified Supplier that the Products and/or Service are not accepted.
4. At DTGs discretion, rejected Products may be returned to the Supplier. In the event that DTC returns the rejected Products. Supplier shall repay
Services involved with these Products on an advithout any deduction, all amounts prepaid by DTG relating to the returned Products (and the
Services involved with these Products) and be without praylicate to any rights and remedies arising after the actual date of delivery or date of

with these Products).

"Product or Service shall be without projudice to any rights and remedice arising after the actual date of delivery or date of ever is the latest, of the Product and/or Service with respect of any breach of the representations and warranties of Supplier greement.

6.2

exprises of the Products and Services are listed in the Agreement and will be stated in euro. The prices cannot be increased during the term of expressent.

Products and Services are listed in the Agreement shall be reduced in accordance with this article it, public grains to TDC "competitive price assurance". The prices set out in the Agreement shall be reduced in accordance with this article if in a state of the Agreement shall be producted by the products or Services of an identical type and functionality in similar volumes to any other initiality customer of Supplier at terms and fees more flevance flevance and services of the products or Supplier shall ascertain the correctness and appropriateness of the prices. Anything Supplier delivers or executes under the Agreement shall be prices include non-returnable packaging, logistics, insurance and transportation to the location specified in the Agreement but exclude any lip added tax, which will be added to the amount in question.

But added tax, which will be added to the amount in question.

Which is a sure that the invoice will be an accordance with the obligations insurance in the set with respect to the VST (vet on dispute and refuse invoices that are not in accordance with this article. Less otherwise agreed in writing, polyment shall be differed after the Agreement but on the dispute and refuse invoices that are not in accordance with this article. Less otherwise agreed in writing, payment shall be differed after the Agreement has been drawn with the oldance of doubt, in the event that the Products and/or Services do not fulfill the Specifications and other requirements agreed upon, DTS will to ebilize to pay the invoice. Payment shall be without prejudice to any of DTG's right on which the Agreement has been excluded for the oldance of doubt, in the event that the Products and/or Services do not fulfill the Specifications and other requirements agreed upon, DTG will to ebilize to pay the invoice. Payment shall be without prejudice to any of DTG's right

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exchange valid at the due date of payment of the relevant invoice(s) and published by De Nederlandsche Bank.

2 / Guarantees and support.

The Supplier guarantees that all Products and Services delivered are fit for the purpose for which they are destined and that the Products and Services are in conformity with the agreed Specifications, requirements and approved samples and are of sound workmarship, of good quality and services are in conformity with the agreed Specifications, requirements and approved samples and are of sound workmarship, of good quality and services are destined.

In the same of the services are destined.

In these agreed otherwise in writing, Supplier shall at his own account and costs ensure to obtain all necessary permits, exemptions, approvals, decreas, and the like for the execution of the Agreement.

It applicables Supplier will process all (persons) data in accordance with the applicable law and regulations and the directions of DTG. Supplier all process and the late of the services of a sequired under relevant legislation.

During a period of two years after the acceptance of the Products and Service by DTG. Supplier will provide maintenance and support (including Software Releases) free of charge and in accordance with the Specifications. Supplier will provide maintenance and support (including Software Releases) free of charge and in accordance with the Specifications. Supplier will provide maintenance and support (including Software Releases) free of charge and in accordance with the Specifications. Supplier will provide maintenance and support (including Software Releases) free of charge and in accordance with the Specifications. Supplier will provide maintenance and support (including Software Releases) free of charge and in accordance with the Specifications. Supplier will provide maintenance and support of including Software Releases) free of charge and in accordance with the Specifications. Supplier will provide maintenance and support (including Software Releases) free of c

(ii) undertakes to offer maintenance and support services for the Products and Services (including Software Releases) at reasonable market rates if DTG requests Supplier to do so.

Article 8 / Inspection
8.1 Supplier shall give DTG (or a third party designated by DTG), within reasonable time, access to the Supplier's location where Products are developed, produced, processed or stored, or where the Services are being performed, for inspection purposes. During the visit DTG, or the developed, product(s) prior to the delivery to verify compliance with the Agreements and adherence by Supplier to quality assurance policies and procedures.
8.2 Supplier shall co-operate in the inspection at no extra charge for DTG. DTG shall do its best that the inspection will not interfere with the process of production, processing and/or storage, nor cause any obstructions or disturbance in these processes.
8.3 An inspection does not imply delivery, taking-over or acceptance of those Products and Services and an inspection shall not relieve Supplier of any obligation under this Agreement.

le 9 / Property rights

By means of a written statement Supplier shall transfer to DTG tha property in all items such as models, dies, moulds, jigs, gauges, tools,
By means of a written statement Supplier shall transfer to DTG tha property in all items such as models, dies, moulds, jigs, gauges, tools,
By means of a written statement specifically acquired or manufactured by Supplier for the awecution of the Agreement immediately, upon the
same having been supplied to him or the manufacturer by him having been completed. Where Supplier acquires such from thirt of artists
DTG shall pay Supplier if this has been agreed but only Supplier has produced evidence that he has fully paid therefore. Supplier shall retain such items on loan from DTG.

to shall pay Supplier! miss near open agreed out only Supplier has produced a divence that he has truly paid meterodre. Supplier shall retent such as such learn is cluding materials, components, documents and data which will be used by Supplier or which DTG puts at Supplier's disposal for execution of the Agreement will remain the property of DTG under all circumstances. DTG reserves at all times and under all circumstances in right to take them back whether or not the same have been processed and/or used by Supplier against reimbursement of processing costs, is by DTG. Supplier shall store such data, materials and components separately and he shall clearly mark all such other items as DTG's property politier shall into many third parties who might seek recourse thereon of DTGs reportely right and shall immediately in DTG of such eventuality. Supplier shall not use such items nor will he allow them to be used by or on behalf of third parties for or in connection with any propose other than the execution of the Agreement.

Article 10 / Intellectual and Industrial Property Rights
10.1 Supplier guarantees that it is the titleholder with respect to all intellectual property rights used in the Products and Services and licensed or

10. Intellectual and industrial ryopers, young pipeling quartees that it is the Utherholder with respect to all intellectual property rights used in the Products and Services and incensed or pipplier quartees that it is the Utherholder with respect to all intellectual property rights used in the Products and Services and indemnifies DTG and holds DTG harmless against all annoial and all other consequences of third party claims on account of infringement of their intellectual and industrial property rights as a result the use, processing, sale, storage or lease of the Products and Services by DTG. At the first request of DTG, Supplier shall defend DTG find any ITG will be the Utherholder with respect to all intellectual property right shat have arisen by or as a result of the performance property right with respect to Services and Products developed for DTG under the Agreement. Insofar as this snafer of the intellectual property rights is not completed through the Agreement, language ses intellectual property rights is not completed through the Agreement and other recessary cooperation thereto.

The property rights to DTG by signing all required documents and render all other necessary cooperation thereto. The products are to be provided with one or more trademarks owned by DTG or with trademark(s) with DTG is titled to apply or to have applied, Supplier shall not in any way by implication or otherwise claim any title to such trademark(s) or similar or lated trademark(s). Only Products are to be TGS shall have such trademark(s) applied to them. Supplier shall adhere to DTGs instructions the respect to dimensions, positioning and other aspects related to said trademark(s).

11 / Limitation of liability
upplier shall not limit or restrict its liability for death or personal injury arising from its own negligence or with respect to third party

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16 If / Limitation of liability
Supplier shall not limit or restrict its liability for death or personal injury arising from its own negligence or with respect to third party infringement.
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12.3 In

cle 13 / Confidentiality

Supplier shall observe confidentiality regarding all that it learns about the business of DTG during its activities for DTG, including - but not limit to - all business, organizational and technical knowledge, software, source codes, know-how, proprietary or confidential information, names or addresses of customers of DTG or any of its subsidiaries or affiliated companies or any other information which is known only to a limited number of persons and which is not intended to become known outside the companiery of DTG or any of its subsidiaries or affiliated companies.

The duty of confidentiality does not cover data and/or information of common knowledge or data and/or information to be disclosed by virtue of the law.

13.3

of the law.

All written and other records and all tangibles concerning DTG or any of its subsidiaries or affiliated companies and its business which are in the possession of the Supplier shall be carefully kept and shall be immediately returned to DTG upon its request, and in any case upon the termination of the Agreement. The Supplier hareby waives any right of retertion in respect of records and tangibles referred to in this article. In the same of the state of the

Riccia 14, Termination

14.1 DTG shall have the right to terminate, or suspend performance of the Agreement and/or any pending Purchase Order if.

Supplier fails to perform within the agreed time or times, to adhere to the agreed quantities or to fulfill the Specifications and/or requirements of the Agreement;

Supplier is declared bankrupt or has been granted suspension of payment or if a petition requesting bankruptcy, liquidation or suspension of payment is filed by a creditor.

Supplier becomes insolvent or admits its inability to pay its debts as they fall due or commences negotiations with one or more of its creditors with the view to a general readjustment or rescheduling of all or part of its indebtedness.

14.2 Termination of the Agreement by DTG for convenience purposes is at any time possible with a term of two months.

14.3 Any pending Purchase Orders at the time of termination of the Agreement will be executed in accordance with the terms of this Agreement, unless such Purchase Orders are affected by the termination as a consequence of Suppliers breach of its obligation under the Agreement of the Order is a supplier of the Agreement of Suppliers breach of its obligation under the Agreement of the Order is in its possession or, if requested by DTG, promptly destroy and delete these information, data and other materials of DTG that is in its possession or, if requested by DTG, promptly destroy and delete these information, data and materials in a manner specified by DTG certify to DTG in writing that it has done so.

cle 15 / Miscellaneous
DTGs failure to insist on Supplier's compliance with any of his obligations shall not be construed as a waiver or relinquishment of our right at any time to invoke strict compliance with such obligations.
Supplier may not assign or transfer this Agreement or any of his rights without the prior written consent of DTG, which consent will not be unreasonably withheld.

15.2

The superior of the staff of DTG who are or were previously involved in the execution of the Agreement and Investment of DTG, which collects will not depend on the staff of DTG who are or were previously involved in the execution of the Agreement, after obtaining the prior written consent of DTG.

15.4 DTG reserves the right to revise these General Conditions at any time by giving one month prior notice. These relonsing will become effective

15.5 If any provision of the General Conditions is null and void or annulled, the other provisions of the General Conditions are governed by Dutch law. The Vienna sales Convention of 1980 shall not apply.

15.6 The Agreement and the General Terms and Conditions are governed by Dutch law. The Vienna sales Convention of 1980 shall not apply.

15.7 All disputes that may exist between DTG and Supplier in connection with the Agreement or in connection with the General Conditions shall be exclusively submitted to the Dutch competent court in Ansterdam, The Netherlands.

II DELIVERY OF PRODUCTS

in Delivery of PRODUCIS
In the event that parties agree that Supplier will deliver Products and or grants licenses with respect to Products, the provisions set forth in this chapter shall apply in addition to the General Provisions.

chapter shall apply in addition to the General Provisions.

Article 16 / Delivery of the Products.

Article 16 / Delivery of the Products shall be under Delivery Duty Paid* (Inoctams latest version) conditions.

16.2 Supplier agrees to hold stock of the Products shall meet all Specifications and other requirements agreed upon in the Agreement of 16.3 Supplier agrees to hold stock of the Products shall meet all Specifications and other requirements agreed upon in the Agreement of 16.3 Supplier agrees to hold stock of the Products at his warehouse in order to guarantee DTG an uninterrupted supply in the event DTG issues a (may) Purchase Order.

(may) Purc

Ownership of the Products will pass the DTG at the time of payment or at the time an interim payment is made. 14 I/ Luceas of Standard Software

Supplier grants to DTG a worldwide, non-exclusive, perpetual and non-revocable licease to use any Standard Software provided to DTG. The licease to the Standard Software grants DTG the right to use (in the broadest sense of the word), revise, adjust and copy the Standard Software, without any limitations with respect to user site, hardware, term, or otherwise.

The licease to the Standard Software shall take effect as of the date of delivery of the acceptance of Products and Service in accordance with The licease to this Standard Software shall take effect as of the date of delivery of the acceptance of Products and Service in accordance with The licease to this Standard Software shall take effect as of the date of delivery of the acceptance of Products and Service in accordance with the standard Software shall be related as Software excepts a provided for under the Council of the European Communities Directive on the legal protection of Computer Programs dated the lith May 1931 (01/250/EEC).

By the standard Software of the Product are suitable to have DTG or a third party carry maintenance, support, adaptations or extensions to the Standard Software or the Product.

Supplier shall deliver a current version of the source code of the Standard Software and its documentation at its expenses to a third party carry maintenance. Support, adaptation is a shall provide DTG evidence of such deposits. The source code shall be released by this escrow agent to DTG in the events described in article 14.1.

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described in article 14.1.

Icle 18 / Custom Software

In the event that Supplier develops and provides Custom Software (including the Software Releases); this Custom Software shall be the sole an

exclusive properly of DTG. Supplier transfers all (intellectual property) rights, title or any ownership interest it has or may claim in any Custom

Software to DTG and agrees that such software is solely made to the benefit to DTG. Supplier is hereby prohibited from allowing a third party
any access or use rights in such Custom Software. Supplier represents and warrants that the source code of the Custom Software Supplier and the Software are suitable to have DTG or a third party carry

out maintenance, upgrades, adaptations or extensions to the Software Explicit and Indexire to DTG a current version of the source code of the

software and its documentation at the moment it delivers the Custom Software to DTG and thereafter at least once a year.

undertable to assign the intellectual property rights to the Custom Software (and Software Explication) or DTG first request

undertable to assign the intellectual property rights to the Custom Software (and Software Releases) to DTG by signing all required documents

and render all other necessary cooperation thereto.

le 19 / Software Releases
At least once per year, Supplier shall provide DTG with an overview of forthcoming Software Releases, including a full description of the technand functional specifications of such Software Release. DTG shall not be required to accept the use of Software Releases which in any manner adversely affect the existing functionality of the Software and/or which have an impact on DTG business planning, and in such event Supplier shall be obliged to continue to support prior versions of the Software and/or.

III DELIVERY OF SERVICES In the event that parties agree that Supplier will provide Services, the provisions set forth in this chapter shall apply in addition to the General

Provisions.

Article 20 / Providing of Services

20.1 Supplier guarantees that it will provide the Services on the agreed location and in accordance with the Specifications, service levels and all Supplier guarantees that it will provide the Services shall be executed with good workmanship and that the results intended to be achieved according to the Agreement will be met.

20.1 In the event that Supplier provides maintenance and support services, hosting services and/or SaaS, Supplier guarantees that it will meet the service levels agreed upon in the Agreement. In the event that Supplier (other than for reasons of force majeure or any act or omission of DTG) fails to meet the service levels, DTG has the right to impose a penalty.

Service levels agreed upon in the Agreement. In the event that Supplier (other than for reasons of force majeure or any act or omission of DTG) fails to meet the service levels, DTG has the right to impose a penalty.

20.1 Event of the service is provided and the service will always include any activity and all materials, which are necessary for Supplier to install or assemble the Products on location.

20.2 Supplier or providing access to the locations where the Services are to be delivered during normal working hours in order to enable Supplier will make every effort to perform and complete the Service within the working hours, in the event Tot requests Supplier to perform with these Services outside working hours. Supplier will provide supplier with the necessary information about the locations with these Services outside working hours. Supplier will communicate this prior to delivery.

20.5 Supplier guarantees that jue provide and complete the Services with the working hours, in the event Total requests Supplier to perform with these Services outside working hours. Supplier will information and the source of the Agreement shall have the required level of skill and experts as can reasonably be expected by DTG.

20.5 Supplier is responsible for provides and resources provided by DT

209 Supplier will require the same to the same that the sa

of such deposits. The source code shall be released by this escrow agent to DTG in the events described in article 141.

Article 21 / Bersonnel and working conditions.

21. Before commencing the Services, Supplier will inform himself of the circumstances on the locations or in the buildings where the Services sho be delivered and the activities have to be carried out.

21.2 Supplier is responsible and liable for ensuring the safety of its personnel and the personnel of third parties engaged by him and shall take the necessary measures to do so. Supplier will among other things, ensure that these personnel is provided with personal crotective equipment, such as protective, welding and safety goggles, safety harnesses, safety shoes, helmets and vests, and the like, supplier shall inform DTG in writing of the personal details of the personal engaged for these Services. Caucition or in the building of DTG. Supplier shall inform DTG in writing of the personal details of the personnel engaged for these Services.

21.4 If DTG believes that the personnel are insufficiently qualified, it will be authorised to order that the personnel will be explaced without prior approval of DTG.

21.5 Supplier shall use a timesheet for each employee to determine the amount of hours worked by the personnel or any other inspection sheet chosen by DTG and submit these to DTG.

21.6 ADTG's request. Supplier will appoint a project manager who shall have the responsibility that all Products and Services are delivered on time and meet all Specifications and requirements. The project manager will conduct report meetings on a regular basis to determine the progress and identifies deal with any issues.

and identifies deal with any issues.

Article 27 For Iniabitity.

21 Supplier will comply with all requirements arising from the 'Wages and Salaries Tax and Social Security Contributions Act' (liability of subcontractors act) and shall compensate DTG for and indemnity DTG against all claims in respect thereof.

22 In view of the provisions of article 221 Supplier shall take all measures to ensure that income tax and social security charges due associated with the Services will be paid to the competent authorities.

23 In the provisions of article 221 and Supplier shall cooperate fully to that purpose.

24 DTG has the right to deduct the amount she is due to Supplier with any amount Supplier is due to any Tax Authority (i.e. Belastingdienst) or any other authorities responsible for the execution of the tax laws and/or national insurance contributions laws, for which DTG is able under the volume of the competition of the supplier of the supplier with any amount Supplier shall be supplied to the supplier shall be supplied to the supplier and the View of the supplier and the View of the supplier shall be supplied to the supplied to the supplier shall be supplied to the supplied to

Supplier.

Notwithstanding article 224 DTG is at all times entitled to transfer amounts by Supplier under the tax laws and/or national insurance or the state of the state of

Article 23 / Consequences of termination for Saan dyn hosting services:

Article 23 / Consequences of termination for Saan dyn hosting services:

23.1 Upon termination of the Agreement and on request of DTG, Supplier will payed by the same of problems in the impation of the Agreement and on request of DTG. Supplier will have sure that there are no problems in the impation of the data of DTG from the software, systems and hardware used in respect of the SaaS or hosting service to the new systems, software or hardware and will provide all necessary information and assistance. Furthermore upon termination of the Agreement or at a later date if agreed upon by both Parties, Supplier will provide DTG with all the Customs Software, documentation, materials and data developed and data developed and data developed the supplier will provide DTG with all the Customs Software, documentation, materials and data developed and data developed the supplier will provide DTG with all the Customs Software, documentation, materials and data developed the supplier will provide DTG with all the Customs Software, documentation, materials and data developed the supplier will provide DTG with all the Customs Software, documentation, materials and data developed the supplier will provide DTG with all the Customs Software, documentation, materials and data developed the supplier will be supplier with the supplier with the supplier will be supplier with the supplier with the supplier will b

DTG by is registered with the Chamber of Commerce in Amsterdam under number 27198207. These General Conditions are filed with the Chamber of Commerce in Amsterdam on June 1st, 2015.

