

TERMS AND CONDITIONS HART 4 TECHNOLOGY

ARTICLE 1. | DEFINITIONS

In these general terms and conditions, the following terms, always capitalised, have the following meaning.

- Hart4Technology: Hart 4 Technology, the user of these general terms and conditions, also trading under the trade names "Hart 4 Security" and "Heart 4 Security", located at Kiefteweg 6, 7151HT in Eibergen, registered in the Trade Register under Chamber of Commerce number 74423568.
- Other Party: any natural or legal person with whom Hart4Technology has entered into or intends to enter into an agreement.
- Parties: Hart4Technology and the Other Party jointly.
- Agreement: every agreement concluded between the Parties with which Hart4Technology has committed itself towards the Other Party to deliver Products, Software and/or to provide Services.
- Products: the goods to be delivered by Hart4Technology to the Other Party in the context of the Agreement, including hardware and/or other items.
- Software: the software to be delivered by Hart4Technology to the Other Party in the context of the Agreement, whether or not on a material data carrier (Product).
- Services: the services to be provided and/or work to be performed under the Agreement on behalf of the Other Party, whether or not for the benefit of a third party, which may include non-exhaustive purposes, the installation of crypto-modules, providing training and courses, consultancy, advice and assembly activities (replacement of hard drives in desk and laptops).
- In Writing: communication in writing, communication by email or any other means of communication that can be equated with this, taking into account the state of the art and the views prevailing in society.

ARTICLE 2. | GENERAL CONDITIONS

- These general conditions apply to every offer of Hart4Technology and every established agreement.
- These general terms and conditions also apply to agreements the execution of which Hart4Technology involves third parties.
- The applicability of any General Terms and Conditions of the Other Party, referred to under any name, is explicitly rejected.
- The provisions in these terms and conditions can only be waived expressly and in Writing. If and insofar as that which is expressly agreed between the Parties in Writing deviates from these general terms and conditions, the conditions expressly agreed by both parties in Writing shall apply.
- Nullification or invalidity of one or more of the provisions of these general terms and conditions or the agreement as such does not affect the validity of other clauses. In such a case, the parties are required to consult in order to make an alternative arrangement in respect of the affected clause. In addition, the purpose and intent of the original clause will be observed as much as possible.

ARTICLE 3. | OFFER AND CREATION OF AGREEMENTS

- Every offer from Hart4Technology is without obligation, even if a term of acceptance is stated therein. An offer from Hart4Technology can be withdrawn by Hart4Technology until immediately after the acceptance thereof by the Other Party.
- The Other Party cannot derive any rights from an offer from Hart4Technology that contains a manifest error or mistake, as well as from an offer from Hart4Technology that is based on incorrect or incomplete data provided by the Other Party.
- A cost breakdown does not oblige Hart4Technology to fulfil a part of the offer for a corresponding part of the quoted price.
- Without prejudice to the provisions in paragraph 1, every Agreement is created through offer and acceptance. If the acceptance of the Other Party deviates from the offer of Hart4Technology, the Agreement will not be concluded in accordance with this deviating acceptance, unless Hart4Technology indicates otherwise. If the Other Party places an assignment or order without a specific offer from Hart4Technology preceding it, the Agreement will only come into effect when Hart4Technology confirms the order in Writing, such as by email. Such confirmation is deemed to accurately and completely reflect the Agreement, unless the Other Party has complained to Hart4Technology in Writing and stating reasons within one working day after receipt thereof.
- If the client concludes the Agreement on behalf of another natural or legal person, they declare to be authorised to do so by the act of entering into the agreement. In addition to this (legal) person, the Other Party is jointly and severally liable for the fulfilment of all obligations arising from that Agreement.

ARTICLE 4. | CANCELLATION OF THE AGREEMENT BY THE OTHER PARTY

If the Other Party cancels the Agreement prematurely, Hart4Technology is entitled to claim compensation for the loss of profit that has arisen, consisting of the fully agreed price.

ARTICLE 5. | THIRD PARTIES

- Hart4Technology is entitled to transfer all or part of the implementation of the Agreement to third parties and thus involve third parties in the implementation of the Agreement. Hart4Technology can therefore engage third parties for the execution of certain Services. Hart4Technology is not liable, except to the extent that the law compels it under the given circumstances of the case, for errors or shortcomings of any third parties involved in the implementation of the Agreement.
- The applicability of articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is excluded.
- Under no circumstances does Hart4Technology accept any liability for damage caused as a result of errors or shortcomings on the part of third parties with whom the Other Party has entered into an agreement, even if this has been done on the recommendation or advice of Hart4Technology.
- If the Other Party has given Hart4Technology a (tacit) power of attorney to conclude an agreement with a third party on behalf of the Other Party, Hart4Technology is not a party to that agreement and the Other Party is liable towards this third party for the fulfilment of all obligations arising from that agreement. The Other Party indemnifies Hart4Technology from all third-party claims in this regard. If Hart4Technology is involved in the implementation of the relevant agreement, Hart4Technology undertakes exclusively towards the Other Party to what has been explicitly agreed upon in writing between the Parties.
- These general terms and conditions are also stipulated for the benefit of any third parties to whom Hart4Technology entrusts the execution of the Agreement in whole or in part. Therefore, these third parties, insofar as the right to fulfilment of the clauses by their nature or scope cannot be exclusively reserved to Hart4Technology, can invoke the provisions of these general terms and conditions vis-à-vis the Other Party, as if they were party to the Agreement instead of Hart4Technology.
- It is possible that any third parties that Hart4Technology involves in the Agreement want to limit their liability in this regard. Hart4Technology assumes and, if necessary, stipulates that the Agreement concluded with it includes the authority to accept such limitations of liability also on behalf of the Other Party.

ARTICLE 6. | OBLIGATIONS OF THE OTHER PARTY IN GENERAL

- The Other Party guarantees that, whether or not at the request of Hart4Technology, it will provide Hart4Technology with all information reasonably relevant for the set-up and execution of the agreement, in a timely manner, in full and in the manner required by Hart4Technology. The Other Party is responsible for the accuracy of this information. Furthermore, the client is obliged to provide all the necessary assistance to Hart4Technology for the implementation of the agreement. The Other Party is furthermore obliged to inform Hart4Technology as soon as possible of all facts and circumstances that are revealed whether or not after the Agreement has been concluded and of which they are reasonably aware that those facts or circumstances influence the timely and/or proper performance of the agreement.
- The Other Party must furthermore always provide Hart4Technology with all cooperation required for the implementation of the Agreement, including granting all powers and authorisations necessary for the proper implementation of the Agreement. The Other Party shall take all reasonable measures to optimise the execution of the agreement.
- If employees, such as network administrators or managers within the organisation of the Other Party or third parties engaged by the Other Party, are involved in the implementation of the Agreement, the Other Party guarantees that these persons will be available to Hart4Technology in time, have carried out any necessary preparatory work and that they fully cooperate in order to enable the proper implementation of the Agreement.

ARTICLE 7. | SPECIAL OBLIGATIONS FOR RESELLERS/PARTNERS

- The Other Party acting as a reseller of the Products or Software is itself responsible for the fulfilment of its legal obligations towards its end customers. Without prejudice to the foregoing in this paragraph, resale to customers of the Other Party is at the expense and risk of the Other Party.
- The Other Party acting as a reseller of the Products or Software guarantees, unless explicitly agreed otherwise in Writing, that it acts as its first point of contact vis-à-vis its customers, including but not limited to RMA processing such as technical support in connection with the use of the Products and/or Software.
- Any cooperation between the reseller and Hart4Technology, unless explicitly agreed otherwise in Writing, is never exclusive; Hart4Technology is entitled to appoint multiple resellers without geographical restrictions.
- Hart4Technology grants the reseller the right to make use of any brand names and logos of Hart4Technology, but only to the extent and for so long as this is to be reasonably considered permissible in the context of the resale activities of the Other Party and with due observance of any instructions of Hart4Technology with regard to the use thereof. Use of the brand names of Hart4Technology and its logos, other than those referred to in the previous sentence, requires prior Written permission from Hart4Technology.
- The reseller is obliged to use any brand names and signs used by Hart4Technology in connection with the resale of the Products or Software. The Other Party is not permitted to remove brand names and/or signs from the Products or Software or to change them, or to affix its own marks to the Products, Software or packaging thereof.

ARTICLE 8. | IMPLEMENTATION AND COMPLETION/DELIVERY PERIODS

- The possible implementation and completion/delivery terms to which Hart4Technology has committed itself towards the Other Party are only indicative and are not deadlines. Hart4Technology may also depend on the Other Party and/or third parties for compliance with these terms. If late compliance is the result of a

circumstance not attributable to Hart4Technology, or force majeure within the meaning of Article 16, the obligations of Hart4Technology will be suspended for the duration of the force majeure situation. The provisions of the remainder of Article 16 shall apply accordingly in such a case.

- If late compliance is the result of a circumstance attributable to Hart4Technology, the default of Hart4Technology will not occur until after the Other Party has notified Hart4Technology in writing that it has stated a reasonable period for compliance, and Hart4Technology is still in default after the expiry of the last-mentioned period.
- If Hart4Technology depends on information being provided by the Other Party or otherwise efforts on behalf of the Other Party for the performance of the agreement, and this information is not delivered on time or if these efforts are not made on time, Hart4Technology is entitled to suspend the performance or delivery/completion for the duration of the delay.
- Default of Hart4Technology as a result of a circumstance attributable to Hart4Technology, as referred to in paragraph 2, offers the Other Party the right to dissolve that part of the Agreement to which the default relates, but never the right to additional compensation.

ARTICLE 9. | DELIVERY OF PRODUCTS

- Unless explicitly agreed otherwise in Writing, delivery Ex Works (EXW) will be made in accordance with the most recent version of the Incoterms. If a delivery condition other than Ex Works has been agreed explicitly and in Writing, this delivery condition must also be interpreted in accordance with the most recent version of the Incoterms.
- Irrespective of the provisions in the previous paragraph, in the event of delivery Ex Works, the Parties can agree that Hart4Technology will take care of transport. In that case, the risk of storage, loading, transport and unloading also rests with the Other Party. The risk of loss and damage to the Products is therefore at all times transferred to the Other Party in the case the Products are delivered to the Other Party in accordance with the Agreement, and in the case of Ex Works also if Hart4Technology takes care of the transport of the Products.
- Hart4Technology reserves the right to deliver orders in parts.
- If the agreed delivery period is exceeded, the Other Party is, without prejudice to the provisions regarding Hart4Technology's failure in Article 8, never entitled to refuse to receive the Products and/or to pay the amounts it owes Hart4Technology pursuant to the Agreement.
- If the Products could not be delivered due to a circumstance attributable to the Other Party, Hart4Technology is entitled to store the Products at the expense and risk of the Other Party, without prejudice to the obligation of the Other Party to pay the amount due to Hart4Technology under the Agreement. The costs to be incurred in connection with the non-receipt by the Other Party as referred to here, such as extra delivery costs, etc., will therefore be borne by the Other Party.
- In the event that the Other Party refuses to take delivery of the ordered Products or is otherwise negligent in receiving the Products, the Counterparty will still take receipt of the Products within a reasonable period announced by Hart4Technology, failing which Hart4Technology is authorised to dissolve the Agreement, without prejudice to the obligation of the Other Party to pay the agreed price and additional costs as referred to in the previous paragraph.

ARTICLE 10. | PRODUCT SALE: INVESTIGATION AND COMPLAINTS

- At the time of delivery of the Products, the Other Party must immediately investigate or have investigated whether the nature and quantity thereof corresponds to the Agreement. If, in the opinion of the Other Party, the nature and/or quantity of the Products do not comply with the Agreement, the Other Party must immediately notify Hart4Technology of this in Writing, at least within two working days after the delivery, with a clear description of the complaint. However, if the Products have been delivered in the simultaneous personal presence of the Other Party and Hart4Technology, the Products are deemed to comply with the Agreement if the Other Party has taken the Products.
- If the Other Party does not complain in time or in accordance with the provisions of the previous paragraph, or has broken the seal of the packaging with regard to the Products concerned, no such obligation will arise for Hart4Technology from such a complaint from the Other Party.
- Even if the Other Party complains in time and in accordance with paragraph 1, the Other Party's obligation to pay in time remains.
- Products can never be returned without prior written permission from Hart4Technology.

ARTICLE 11. | DELIVERY OF SOFTWARE

- In the event that Software is delivered on a material data carrier, Articles 9 and 10 shall apply accordingly to the delivery of the relevant material data carrier. With regard to material data carriers on which Software is delivered, the provisions regarding Products in these general terms and conditions, also with regard to the rest, apply correspondingly.
- In the event that the Software is delivered electronically, the Other Party is responsible for the suitability of the equipment on which the Software is downloaded.
- Hart4Technology does not have to ascertain whether the equipment of the Other Party or end user is suitable for the reception or desired application of the Software. The unsuitability of the aforementioned equipment cannot be regarded as a shortcoming on the part of Hart4Technology and does not offer the Other Party any reason to terminate the Agreement or to claim any other compensation.
- The licence to the Software must be activated in the designated manner. The Other Party and end-user of the Software have, depending on the licence or other terms and conditions of the licensor of the Software, a non-exclusive right of use with regard to the Software supplied under the Agreement. All (intellectual) property rights in the Software remain with the relevant licensor. The relevant licensor grants the Other Party and end user a right of use in accordance with the licence or other terms and conditions applied by it. Nothing in the present terms and conditions has any influence on the rights and obligations that arise for the Other Party or end user from licencing or other terms and conditions of third parties.
- Software is not used at the risk of Hart4Technology. The functionalities of the Software are limited to what the licensor explicitly communicates about this, for which functionalities Hart4Technology cannot offer any guarantee; warranty on the Software is therefore limited to any warranty provided by the relevant licensor. Furthermore, unless explicitly agreed otherwise in Writing, Hart4Technology bears no responsibility with regard to technical support and maintenance of the delivered Software. The Other Party indemnifies Hart4Technology from all its claims and claims from third parties, including end users, in this regard.
- The Other Party indemnifies Hart4Technology from all claims of licensors in connection with any infringement of the (intellectual) property rights and user rights with regard to the Software, which infringement is attributable to the Other Party.

ARTICLE 12. | WARRANTY FOR PRODUCT SALE

- Products will only be delivered with a guarantee if and insofar as this has been explicitly agreed in Writing.
- Without prejudice to any warranty conditions stipulated explicitly and in writing, any applicable warranty (including a claim based on non-conformity) will lapse in any case if a defect of the delivered Product is the result of an external cause or any other causes cannot be attributed to Hart4Technology or its supplier. This is understood to include to mean defects arising after delivery as a result of damage, natural wear and tear, molestation damage, incorrect or improper treatment, commissioning by or on behalf of the Other Party itself, incorrect or improper use, use in violation of the user instructions or other instructions from or on behalf of Hart4Technology, non-professional and regular maintenance, or making changes to the delivered goods, including repairs that have not been carried out with the prior written consent of Hart4Technology.
- The Other Party can only invoke the provisions of the previous paragraphs if the Other Party has met all its payment obligations arising from the Agreement.

ARTICLE 13. | PERFORMANCE OF LOCATION SERVICES

- If Services are provided at the location of the Other Party or another location designated by the Other Party and agreed between the Parties, the Other Party must arrange for third parties to ensure the correct and timely execution of all facilities, resources and other conditions that are necessary for a proper implementation of the Services. In addition, insofar as the nature of the Services is relevant, the Other Party must ensure at their own expense and risk:
 - that the persons employed by Hart4Technology gain access to the place of execution within the agreed time frame and they can provide the Services during normal working hours;
 - that there is sufficient opportunity for the supply and storage of any goods that are used and/or processed in the implementation of the Agreement, including tools and any Products that may be installed or otherwise processed in connection with the implementation of the Agreement;
 - that the persons employed by Hart4Technology have free access to electricity, water, sanitation and other reasonably required facilities at the location where the Services are being provided;
 - that all the safety and precautionary measures to be reasonably required of the Other Party have been taken and are maintained during the performance of the Services, as well as that all measures have been taken and are maintained in order to comply with the applicable legal and other government regulations.
- In the event of training, consultancy of installations or a comparable Service at the location of the Other Party or another location designated by the Other Party and agreed between the Parties, the Other Party must provide (or arrange for) a suitable space for this at its own expense.
- If the Other Party fails to meet its obligations as referred to in previous paragraphs of this article or the provisions of Article 6, Hart4Technology is entitled, without prejudice to the other provisions of these general terms and conditions, to suspend the execution of the Agreement and pass on any delay/waiting hours and any additional costs incurred as a result to the Other Party.

ARTICLE 14. | COMPLAINTS REGARDING SERVICES AND INVOICES

- The Other Party is obliged to immediately inform Hart4Technology of any complaint regarding the Services immediately after finding, or at least after having reasonably been able to ascertain the alleged shortcoming, and subsequently to confirm this to Hart4Technology in Writing within two working days, failing which

Hart4Technology is deemed to have met its obligations in this regard and the Other Party can no longer claim any shortcoming of Hart4Technology in this regard.

- In the event that Hart4Technology changes the schedule, location etc. and/or performs the Services differently than has been expressly agreed, and the agreed activities have been performed, this does not provide grounds for complaints, termination of the Agreement, discount or any other compensation.
- Complaints regarding the amounts invoiced must be submitted in Writing to Hart4Technology within seven days after the invoice date, failing which the right of the Other Party to object to this will lapse.
- If the Other Party does not complain in time, no obligation will arise for Hart4Technology from such a complaint from the Other Party.
- Even if the Other Party complains in time, its obligation to pay in full and on time, as well as its obligation to further fulfil the Agreement, remains in place.

ARTICLE 15. | MODIFICATION OF THE AGREEMENT AND ADDITIONAL WORK

- If, during the performance of the agreement, it becomes apparent that for proper performance of the agreement it is necessary to modify or supplement the agreement, the Parties will consult in a timely fashion about modifying the agreement. If the nature, scope or content of the Agreement is changed in qualitative and/or quantitative terms, this may have consequences for what was originally agreed. As a result, the originally agreed price can be increased. Hart4Technology will provide a quotation for this in advance as much as possible.
- In the event of additions or changes to the Agreement by the Other Party, the related additional costs will be at the expense of the Other Party. Hart4Technology will inform the Other Party in time about the need to pass on the costs referred to here, unless the Other Party should have understood this need on its own.
- Due to a modification of the Agreement, the original term of execution may be changed. The Other Party accepts the possibility of modification of the Agreement, including a change in the price and term of execution. If the Agreement is amended or supplemented, Hart4Technology will only be entitled to implement it after the Other Party has agreed to the adjusted price and other conditions, including the time to be determined when the Agreement will be (further) implemented. Failure to (immediately) implement the amended Agreement also does not result in a shortcoming of Hart4Technology and is not a ground for the Other Party to terminate the Agreement.
- If after the conclusion of the Agreement cost-increasing circumstances arise or come to light, which can be attributed to the Other Party on the basis of incorrect data provided by it, the extra costs will be at its expense, unless Hart4Technology should have discovered the inaccuracy of the information provided by the Other Party prior to fixing the price. Hart4Technology will inform the Other Party in good time about the need to pass on the costs referred to here.
- Without being in default, Hart4Technology can refuse a request to amend the Agreement if compliance with the amended Agreement cannot reasonably be expected of it.

ARTICLE 16. | FORCE MAJEURE

- Hart4Technology is not obliged to fulfil any obligation of the agreement if and as long as it is being hampered by a circumstance that cannot be attributed to it under the law, a legal act or by prevailing attitudes in society.
- Insofar as the force majeure situation makes compliance with the Agreement permanently impossible or the force majeure situation continues for longer than three months, the Parties are entitled to dissolve the Agreement with immediate effect.
- If, at the start of the force majeure situation, Hart4Technology has already partially fulfilled its obligations, or can only partially meet its obligations, it is entitled to separately invoice the part that has already been executed or the part that is still to be enforced as if it was an independent Agreement, except insofar as the already executed part or executable part of the Agreement does not reasonably have independent value.
- Damage as a consequence of force majeure is never, without prejudice to the foregoing paragraph, eligible for compensation.

ARTICLE 17. | SUSPENSION AND DISSOLUTION

- Hart4Technology is, if the circumstances of the matter reasonably justify this, authorised to suspend the fulfilment of the agreement or to wholly or partially dissolve the agreement with immediate effect, if and insofar as the Other Party does not, does not timely or does not fully fulfil its obligations on time under the agreement, or if Hart4Technology learns of circumstances, after closing the agreement, that give good grounds to fear that the Other Party will not fulfil its obligations. If the fulfilment of the obligations of the Other Party with respect to which the Other Party falls short or threatens to fall short is not permanently impossible, the authority to dissolution only arises after the Other Party has been provided with written notice of default, in which notice a reasonable term is stated within which the Other Party can (still) fulfil its obligations and fails to fulfil its obligations after expiry of the stated term.
- If the Other Party liquidates its business or transfers it to a third party, is in a state of bankruptcy, has applied for a (provisional) suspension of payment, a legal debt rescheduling arrangement has been declared, any seizure of its goods has been made, as well as in cases where the Other Party cannot otherwise freely dispose of its assets, Hart4Technology is entitled to terminate the Agreement with immediate effect, unless the Other Party has already provided sufficient security for the amounts it owes to Hart4Technology under the Agreement.
- The Other Party is obliged to compensate the damage that Hart4Technology suffers as a result of the suspension or dissolution of the agreement.
- If Hart4Technology dissolves the Agreement, all possible claims that Hart4Technology still has against the Other Party are immediately due and payable.

ARTICLE 18. | PRICES AND PAYMENTS

- The offer of Hart4Technology states the most accurate indication possible of the price factors and any additional costs. If and insofar as the price and/or additional costs are offered on the basis of actual costs, such as in the case of an hourly rate, the actual hours worked by or on behalf of Hart4Technology will be charged to the Other Party on the basis of actual costs.
- Unless explicitly stated otherwise, all amounts stated by Hart4Technology and payable by the Other Party are exclusive of VAT and any other government levies.
- Hart4Technology is always entitled to pass on price increases of cost-determining factors, such as increases in wages, purchase prices, loads, etc., which Hart4Technology cannot reasonably influence, to the Other Party.
- Hart4Technology is always entitled to claim full or partial advance payment or phased payment of the agreed price and costs.
- Hart4Technology is not previously obliged to (further) implement the Agreement for as long as the Other Party is in default with regard to any payment obligation on Hart4Technology.
- Payments must be made in the manner prescribed by Hart4Technology, within the period stated on the invoice.
- The Other Party is always obliged to pay without any claim to suspension or settlement.
- If the Other Party liquidates its business or transfers it to a third party, is in a state of bankruptcy, has applied for a (provisional) suspension of payment, or if a legal debt rescheduling arrangement has been declared, any seizure of its goods has been made, as well as in cases where the Other Party cannot otherwise freely dispose of its assets, the claims against the Other Party are immediately claimable.
- If timely payment is not made, the default Other Party commences automatically. From the day of the start of the default of the Other Party, the Other Party owes interest of 2% per month on the outstanding amount, whereby part of a month is considered a full month.
- All reasonable costs, both judicial, extrajudicial and foreclosure costs incurred to obtain amounts owed by the Other Party, are at the expense of the Other Party.

ARTICLE 19. | LIABILITY AND INDEMNIFICATION

- The Other Party is not permitted to resell Software, in particular cryptographic Software, or Products, to countries where these products are prohibited under the United States Cryptography Export-Import Laws or any other applicable provision of the competent authority, and is in turn obliged to inform its potential customers accordingly. If in a specific case Hart4Technology suspects that the Other Party has acted or will act contrary to the above, Hart4Technology is entitled to dissolve the Agreement under the applicability of the provisions of Article 17. The Other Party is liable for all consequences of any non-compliance with the aforementioned obligation and indemnifies Hart4Technology with regard to all claims from third parties, including the competent authority in particular.
- All data of any nature provided by Hart4Technology, for example in price lists, brochures and information on the Hart4Technology website, are subject to price changes and typing errors. Hart4Technology does not accept any liability in this regard.
- Hart4Technology provides the Services to the best of its knowledge and ability. To the extent that the nature or scope of the Services does not obstruct this, Hart4Technology undertakes solely to make a commitment of effort and cannot guarantee the results that the Other Party intends to achieve with the conclusion of the Agreement.
- In connection with the use of the Products or Software, the Other Party is aware that Hart4Technology cannot reasonably offer complete protection against the security risks that a connection to the internet entails and that these risks are greater in the event of a permanent connection to the internet. If the Other Party wishes to reduce or exclude these risks, the Other Party must set up a proper firewall and/or virus protection at its own expense and risk and/or make use of a DLP application, unless expressly agreed that Hart4Technology's Services also provide for this.
- Hart4Technology is not liable for damage caused as a result of advice and instructions provided by it, even in the event that this advice or instructions were found to be inadvertently incorrect. The Other Party follows Hart4Technology's advice and instructions at its own risk.
- The Other Party bears the damage caused by inaccuracies in the data provided by or on its behalf, inaccuracies in the configurations and working methods required by the Other Party, defects in or unsuitability of materials or tools made available by the Other Party for the implementation of the Agreement, any other shortcoming in the fulfillment of the obligations of the Other Party arising from the law or the Agreement, as well as any other circumstance that cannot be attributed to Hart4Technology.
- Without prejudice to the other provisions of these general terms and conditions, Hart4Technology's liability for repairable deficiencies does not exist until after the Other Party has given Hart4Technology the opportunity to repair this damage, failing which Hart4Technology will not be liable in any way.
- Hart4Technology is not liable for violation of (intellectual property) rights of the Other Party by third parties.

- Hart4Technology will never be liable for indirect damage, which also includes losses, lost profits and damage due to business interruption. Without prejudice to the other provisions of these general terms and conditions and in particular the provisions of paragraph 10, Hart4Technology is only liable to the Other Party for direct damage suffered by the Other Party as a result of an attributable shortcoming of Hart4Technology in the performance of the Agreement. Attributable shortcoming is defined as a shortcoming that a good and diligent colleague can and should avoid, while taking into account normal attentiveness and the necessary expertise and resources for the implementation of the services. Direct damage exclusively includes:
 - the reasonable costs of determining the cause and extent of the damage, insofar as the determination relates to damage eligible for compensation within the meaning of these terms and conditions;
 - any reasonable cost to improve the poor performance of Hart4Technology to the standards of the agreement, insofar as this can be attributed to Hart4Technology;
 - reasonable costs, incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to limitation of direct damage within the meaning of these terms and conditions.
- The liability of Hart4Technology is limited to a maximum of repair of the Services, or repair or replacement of the delivery to which the liability of Hart4Technology relates. If repair or replacement is not possible, the liability of Hart4Technology is limited to at most the invoice value of the Agreement, at least that part of the Agreement to which the liability of Hart4Technology relates, on the understanding that the liability of Hart4Technology will never amount to more than the amount paid out in the relevant case based on the liability insurance taken out by Hart4Technology, plus any deductible of Hart4Technology that applies to that insurance. In the event that the term of the Agreement is longer than a month, the invoice value as referred to in the previous sentence will only be based on the invoice value for the last month of the Agreement.
- A condition for the existence of any right to compensation is that the Other Party must have reported the damage in Writing to Hart4Technology immediately after its occurrence.
- Without prejudice to the expiry terms of these general terms and conditions, the limitation period of all claims and objections against Hart4Technology is one year.
- The Other Party indemnifies Hart4Technology for any of its claims and claims made by third parties for damage of which the cause is attributable to others than Hart4Technology. If Hart4Technology should be subject to claims made by third parties, the Other Party is obliged to assist Hart4Technology both inside and outside of court and to immediately do all that can reasonably be expected in such a case. Should the Other Party fail to take adequate measures, then Hart4Technology is entitled, without notice of default, to do so themselves. All costs and damages on the part of Hart4Technology and third parties caused as a result, are fully at the expense and risk of the Other Party.

ARTICLE 20. | RETENTION OF TITLE, PROPERTY AND RIGHT OF RETENTION

- All Products delivered by Hart4Technology will remain its property until the Other Party has properly fulfilled all (payment) obligations from the relevant Agreement.
- Except insofar as it is deemed permissible in the normal course of its business, the Other Party is prohibited from selling, pledging or encumbering the products on which the retention of title rests.
- In the event of violation of the provisions of this article or reselling by the Other Party in the context of its normal business operations, the amount owed by the Other Party to Hart4Technology will immediately become fully due and payable.
- If third parties seize the products on which the retention of title of Hart4Technology rests, or want to establish or assert rights thereon, the Other Party is obliged to notify Hart4Technology as soon as possible.
- The Other Party unconditionally authorises Hart4Technology or third parties appointed by Hart4Technology to enter all those places where the products on which the retention of title rests. Hart4Technology is entitled to take back the Products referred to here in the event of default by the Other Party. All related reasonable costs are at the expense of the Other Party.
- If the Other Party, after the products have been delivered to it by Hart4Technology, has fulfilled its obligations, the retention of title with respect to these products will revive if the Other Party fails to fulfil its obligations under a Agreement concluded at a later date.
- Hart4Technology has a right of retention vis-à-vis anyone who requires delivery thereof to items from the Other Party that it holds in connection with the implementation of the Agreement.
- Hart4Technology can also exercise the right of retention vis-à-vis the Other Party for what it still owes in connection with previous Agreements.
- All matters of the Other Party that Hart4Technology has in its possession in connection with the implementation of the Agreement, also serve as pledge for all claims it has on the Other Party.

ARTICLE 21. | INTELLECTUAL PROPERTY

- Hart4Technology or its suppliers or licensors reserve all intellectual property rights with regard to the Products, Software and parts thereof, as well as the company names, logos, brand names and texts, image materials and other content of any kind displayed on the Hart4Technology website. The Other Party is prohibited from reproducing, copying, publishing or distributing these goods, having them reproduced, copied, published or distributed, or using them in any other way, other than the normal use that ensues from the Hart4Technology website and the nature or scope of the Agreement.
- A breach attributable to the Other Party of the provisions of the previous paragraph gives Hart4Technology the right to claim immediate cancellation of the infringement, as well as any compensation to be determined on the basis of the nature and scope of the infringement.

ARTICLE 22. | FINAL PROVISIONS

- All agreements between the parties and all legal relationships arising therefrom between the parties are exclusively governed by Dutch law.
- Before appealing to the court, parties are obliged to apply their best effort to resolve disputes by mutual agreement.
- Only the competent court within the district of the location of Hart4Technology is designated to take cognisance of legal disputes.
- If these general terms and conditions are available in multiple languages, the Dutch version thereof will always be decisive for the interpretation of the terms contained therein.