

## Article 1

### **GENERAL**

1. These general terms and conditions use the following terms and definitions:

- GMS Microfilm en Scanservice B.V.
- The client: the natural person or legal entity that commissions GMS to perform specific work activities.
- In writing: this also includes notifications by electronic means (email).

2. These terms and conditions apply to all commissions, agreements or contracts concluded between the client and GMS, unless it has been agreed in writing that other conditions apply between the client and GMS.

3. By entering an agreement with GMS, the client accepts and confirms that they know the content of these terms of delivery. Any possible conditions on the part of the client, which are in conflict with these conditions, are not binding to the contractor (GMS) unless these have been explicitly accepted by GMS when the agreement was concluded.

## Article 2

### **OFFERS**

1. All offers are non-committal unless explicitly agreed otherwise. In the event of composite quotations, GMS is not obliged to deliver part of the order against a corresponding part of the total price as quoted for the entire order.

2. The agreement will be considered definitive when the client has accepted the offer or quotation provided by GMS and the subsequent acceptance by GMS. An offer can be explicitly as well as tacitly approved and accepted.

## Article 3

### **EXECUTION OF ORDERS**

1. In the event of force majeure, which includes but is not limited to war, rebellion or revolution, confiscation or taking possession of our entire or part of our inventory, fire in our offices, water damage or flooding, lack of energy supply, strike or lockouts in our company, theft and/or damage caused by burglary, or any other event that is out of our control and which will inhibit the execution of the order, we retain the right to declare the respective orders or other commission or involvement and/or agreement in its entirety or in part as dissolved, without being obliged to offer any compensation and without the need for any judicial intervention, or to suspend the execution for as long as we deem desirable. In both cases, this applies without prejudice to the obligation of the client to pay for any previously provided services for which a charge has been or can already be applied.

2. In the event of a price increase for materials and semi-finished products that are required for the execution of the order, wage adjustments, significant changes in the exchange rates, and similar circumstances that occur after an order has been accepted, GMS will be entitled to increase the agreed prices accordingly.

3. The client is obliged to make all materials, information and documentation that GMS deems necessary for the proper execution of the agreed order available to GMS in good time, in the requested form, and in the requested manner.

## Article 4

### **LIABILITY**

1. If the client deems it necessary for materials to be insured (against damage, etc.), then the client will have to arrange for such insurance. GMS will not take out any insurances on the materials.

2. Before, during and after transport, GMS is not liable for damage to the materials that must be or have been processed. This applies regardless of whether the transport costs are at the expense of GMS or not. The above-mentioned also applies when GMS or a third party handles the transport of the materials. The client assumes the risk for the materials that are made available by the client to GMS at all times.

3. During transport, processing, and storage, GMS will handle the original materials, as they are made available by the client, with due care. GMS does not accept responsibility for any possible damage due to any cause which may occur before, during, or after the processing. In the event of force majeure, which includes but is not limited to war, rebellion or revolution, confiscation or taking possession of our entire or part of our inventory, fire in our offices, water damage or flooding, lack of energy supply, strike or lockouts in our company, theft and/or damage caused by burglary, or any other event that is out of our control and which causes damage to and/or theft of the materials, GMS does not accept any responsibility and cannot be held liable for any kind of damage.

4. GMS will never be liable for any indirect damage, including slowdowns in the normal operations of the client's company, which is in any way related to or caused by a mistake or malfunction in the execution of the work activities by GMS.

5. Insofar GMS depends on the cooperation of, services provided by, and deliveries from third parties for the proper execution of the work activities, GMS can never be held liable for any damage whatsoever resulting from this/these relationship(s) with GMS or the termination of the relationship(s), regardless of whether this damage occurs or becomes visible during the relationship with GMS.

6. GMS is not liable for damage resulting from inaccuracies, shortcomings or shortages in equipment or programs not produced by GMS, which include software package(s), software components, or runtime facilities produced by third parties but delivered by GMS or made available at the client's location.

#### Article 5

##### **COPYRIGHT**

1. By giving a commission for the multiplication or conversion of objects that are protected by copyright or another property right, the client declares that the copyright of third parties will not be violated and indemnifies GMS for all financial and other consequences, in and out of court, that may be caused by the multiplication or conversion to other data carriers. Financial obligations to the author or his/her legal successors resulting from the multiplication or reproduction will be at the expense of the client. Payments made by the client for the distribution of data, which is handled by GMS on behalf of third parties, only cover the compensation GMS is entitled to for the supplied goods/services.

#### Article 6

##### **DELIVERY TIME**

1. The delivery times indicated by GMS will be determined as precisely as possible but they are not binding and can never be considered as strict deadlines or terms unless the contrary has been agreed explicitly and in writing. No rights may be derived from the established terms.

2. After the execution of the commission given to GMS, the materials provided to GMS by the client must be retrieved within six weeks. If the materials are not retrieved within six weeks after the commission has been finalised, GMS is entitled to send the materials back to the client at the client's expense. The above also applies after the delivery of part of the commission. GMS does not accept any responsibility for damage that may occur during the period that the materials are still at the location of GMS.

3. When commissions are granted at the expense of third parties, the client is not entitled to separate or split invoicing to these third parties free of charge. Also when, in view of the previous sentence, GMS sends its invoices directly to the third party, the client will remain responsible for the payment of any amounts due.

#### Article 7

##### **PAYMENTS**

1. If the commission is executed and invoiced in parts, then these payment conditions apply to every part of the commission or separate invoice.

2. Up to the date of full payment of the purchase price of the materials, data and/or goods delivered by GMS, they will remain the property of GMS.

3. The client is not entitled to appeal for any set-off.

4. Unless agreed otherwise, invoices must be paid within 30 days after the invoice date, and without deduction of discounts, to a bank account indicated by GMS. The date on which the amount is transferred to the bank account of GMS will be considered as the payment date. All outstanding amounts become immediately payable when a payment has not been made within 30 days after the invoice date and if the client is declared bankrupt, applies for suspension of payments,

or decides on to liquidate its assets.

5. If the client has not paid any outstanding amounts within the stipulated term, the client shall be in default by operation of the law without the need for any further notice of default or reminder of payment. From that date, GMS is entitled to charge an interest rate of 1% per month or part of a month on the outstanding amount, as well as an amount of €20.- for administration costs. In the event of extrajudicial credit recovery, the client will also be charged with the collection fees, in addition to the already invoiced amounts and interest. This obligation will be communicated to the debtor via a notification from the third-party collector. The collection fees amount to 10% of the outstanding principal sum. In the event of judicial collection, which includes the application for bankruptcy, the client remains responsible for the judicial costs, the collection costs, and the above-mentioned interest; in this case, the collection costs will amount to 20% of the principal sum.

6. In the event of non-payment of a due amount and if the client is declared bankrupt, has been allowed to suspend payments, or has been allowed to liquidate its assets, GMS retains the right—without any subsequent obligation for compensation—either to declare the respective agreement and other agreements, in their entirety or in part, as dissolved without the need for any judicial intervention, or to suspend the work activities or involvement for as long as we deem necessary. In any situation whatsoever, this is without prejudice to the payment obligation of the client with regard to the amounts that have already been invoiced for the execution or partial execution of the commission and without prejudice to our right to receive compensation for incurred losses or damages.

7. Payments are only valid when the amounts have been transferred to us by a party authorised by us in writing.

8. Payments made by the client will first be used to cover any outstanding interest and expenses before any remaining amounts are deducted from the principal sum.

9. All payment costs are at the expense of the client.

## Article 8

### **BREACH OF CONTRACT**

1. If the client commits a breach of contract in any way, then they will be in default without the need for any formal notice of default.

2. The non-payment of an amount due will always be considered as a breach of contract.

3. In the event of breach of contract, and without prejudice to what is stipulated in the Dutch Civil Code, GMS will be entitled to suspend the concluded agreement or to declare the agreement, in its entirety or in part, as dissolved, notwithstanding the obligation of the client concerning the amounts that have already been invoiced for the (partial) execution of the commission and without prejudice to the right of GMS to receive compensation for incurred losses or damages. Should this occur, then GMS will notify the client in writing.

4. GMS will have the same rights as stipulated in paragraph 3 of this article when the client is declared bankrupt, when the client has applied for or has been granted a suspension of payments, when movable or immovable properties are seized, the company is in liquidation or taken over by (a) third party(ies), or when the company intends to temporarily or permanently move its registered address abroad.

5. In all cases as mentioned in paragraph 4 of this article, all claims that GMS has on the client will be immediately payable without further notification.

## Article 9

### **COMPLAINTS**

1. The core task of GMS is the conversion of analogue data to microfilm and/or digital files and, as such, the data will be delivered to the client on other types of data carriers. When the conversion is made to microfilm, then GMS will no longer have possession of the data carrier after delivery to the client. When the conversion is made to digital files, then GMS will retain a copy of the produced files for 8 working days after delivery to the client, to allow the client time to carry out checks on the completeness and correctness of the delivered files. After this retention period, the data will be destroyed unless agreed otherwise in writing. GMS excludes all liability for indirect and consequential damage, loss of profit, and damage caused by lost or corrupted data (files).

2. The correct settings are guaranteed for tailor made work. Differences in dimensions caused by optical distortion of the materials and equipment used are unavoidable and are not a valid

reason for rejection.

3. As soon as the client has received the goods or files, the client shall inspect them for inaccuracies. If any inaccuracies are found, the client shall notify GMS of this fact within 8 days after delivery. If the client fails to notify GMS within this term, the client is no longer entitled to complain, the warranty will have lapsed, and the client will have automatically accepted the delivered goods and the invoiced price.

4. Complaints, which include all grievances related to the execution of the agreed commission and/or involvement insofar as they are carried out by GMS, must be communicated by the client by registered post, on penalty of the loss of rights.

5. The client is obliged to grant us the opportunity to investigate the grievances.

6. If a complaint is deemed to be valid, we have the choice to resolve the cause of the complaint at our expense, to deliver alternative services that will resolve the complaint, or to cancel the agreement against crediting of the agreed price.

7. We are not obliged to compensate for any other direct or indirect damage incurred by the client. The client will indemnify GMS against all third-party claims resulting from the execution of the agreed commission.

8. Complaints that are not accepted by GMS will not release the client from the existing payment obligations in any way.

Article 10

#### **OTHER PROVISIONS**

1. GMS reserves the right to adjust or supplement these terms and conditions.

2. Adjustments also apply to already concluded agreements, taking a period of 30 days after a written notification about the adjustment into account. If the client does not wish to accept an adjustment of these conditions, then the client is entitled to notify GMS in writing that they wish to continue the agreement under the old conditions up to the date on which the new conditions will become effective. The client is only entitled to do this when the agreement relates to a one-off commission.

3. In the event that a judicial ruling nullifies one or more of these articles or paragraphs of these general terms and conditions, the other conditions of these general terms and conditions will remain fully effective and GMS and the client will consult with each other to agree on new conditions that will replace the invalid or voidable conditions, whereby the purpose and intention of the invalid or voidable conditions will be taken into account as much as possible.

4. Parties are not entitled to transfer their rights and/or obligations resulting from an agreement to third parties without the prior consent of the other party.

Article 11

#### **COMPETENT COURT**

1. All disputes that may arise between the client and GMS will be exclusively subject to the competent court in Rotterdam, with the proviso that GMS, as the claimant, also has the right to summon the client before the competent court at its location.