

General Terms and Conditions of BIS|Econocom

Contents

- Part (A) General Terms and Conditions
- Part (B) Managed Services Conditions
- Special Conditions for the Rental of Products in case of Event Rental

Part (A) General Terms and Conditions

Article 1 Definitions

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

Acceptance	The written or tacit approval by the Customer of the supplied Products or performed Services.
Agreement	The agreement(s) concluded between BIS and the Customer concerning the Products to be delivered or Services to be provided by BIS or the Products to be rented out by BIS.
Audiovisual Equipment	The audiovisual hardware, equipment and aids of BIS that can be used (by the Customer) to show audiovisual material.
Audiovisual Solution(s)	All Products and Services that BIS offers so that the Customer can show and use audiovisual material.
BIS	BIS Bedrijfs Informatie Systemen B.V., with the trade name BIS Econocom, listed in the Commercial Register of the Chamber of Commerce under number 24171529.
Confidential Information	All information that the Parties receive from each other in connection with the Agreement and of which they know or reasonably should know that it is confidential. Confidential information in any event includes: <ul style="list-style-type: none"> • the content of the Agreement, and any Offers; • all company information and market information, technical data, working methods, customer and supplier data, including computer software, documentation and plans; • information obtained by processing or analysing confidential information received previously; and • information pertaining to contacts of the Customer and BIS.
Configuration	The combination of Audiovisual Equipment with software and/or applications of external software suppliers, which BIS uses to offer the Customer an audiovisual total solution for showing and using audiovisual material, whether or not integrated into the Customer's interior.
Content	All information and data, including but not limited to templates, widgets, images, typefaces, fonts and other elements that the

	Customer does or does not provide to BIS and that can be reproduced through the Services and/or Products that BIS offers.
CSS	BIS Customer Service & Support.
Customer	The legal entity or a natural person acting in the course of a profession or a business who has concluded an Agreement with BIS, has requested an Offer from BIS or to whom BIS has made an Offer.
Event Rental	The rental by BIS of Products to the Customer (for an event), including the corresponding provision of Services.
Force majeure	Any circumstance beyond the control of BIS, foreseen or unforeseen, as a result of which BIS cannot fulfil its obligations under an Agreement or cannot do so in good time or correctly, including but not limited to extreme weather conditions, such as natural disasters, epidemics and pandemics, war or danger of war, terrorism, riots, acts of war, government measures (both of the Dutch government and of foreign governments), work strike and/or work interruption (both organised and unorganised), lack of staff, failure to properly fulfil obligations on the part of suppliers, attributable or non-attributable failures by third parties engaged by BIS in the performance of the Agreement, occupation of BIS or its site(s), fire and other breakdowns at BIS, theft, the loss of data and/or information, water damage, transport difficulties, transport problems or public transport problems, restrictions on import, export or trade, and trade war, limited availability or increased prices of necessary materials and/or raw materials, defects or malfunctions in machinery and/or used software or computer software and/or networks and connections (such as power failures or Internet failures), hacks and cyber violence and every other circumstance that impedes the normal course of events at BIS, as a result of which the performance of the Agreement cannot reasonably be required of BIS.
General Terms and Conditions	These general terms and conditions of BIS.
Installation	All acts to be performed by BIS that are necessary to deliver the supplied Products ready for use at the Customer's agreed site.

Installed Base	The Customer's Equipment that is not delivered by BIS, but in respect of which the Customer may buy certain Services from BIS under an Agreement.
Intellectual Property Rights	All copyrights, neighbouring rights, design rights and rights to a drawing, database rights, patent rights, breeders' rights, trademark rights, trade name rights, integrated circuit topography rights, rights pertaining to the protection of know-how and all other similar rights.
Offer	An offer or quotation submitted by BIS to the Customer in writing, specifying the delivery of Products and/or the provision of Services.
Parties	BIS and the Customer jointly.
Party	BIS or the Customer.
Product(s)	All goods that BIS has delivered, delivers or will deliver to the Customer under an Agreement, as described in more detail in the Agreement. Examples of these Products are Configurations, Audiovisual Equipment, other physical products, components and corresponding materials.
Reporting	Written justification by BIS of (a) the performance of the Services in the context of the Further Agreement and/or (b) a report and analysis of the findings in the context of monitoring & management.
Services	<p>The services that BIS has provided, provides or will provide to the Customer under an Agreement, as described in more detail in the Agreement. Examples of these Services include:</p> <p>a) all specialist and project-based advisory services and implementation services, including analysing, advising, designing, specifying and installing, configuring, testing and putting into use Audiovisual Solutions and corresponding systems (whether or not at the Customer's sites) ('Professional Services');</p> <p>b) the physical delivery of Products, including transport, installation, configuration and testing them (audiovisual and IT equipment) and corresponding components at the Customer's site ('Delivery Services');</p> <p>c) performing management work both remotely and at the site,</p>

	<p>and continuous and ad hoc maintenance and support work regarding Products, including monitoring, maintenance, support and life cycle management ('Managed Services');</p> <p>d) making available materials and Products (whether or not through rental and Event Rental); and</p> <p>e) providing digital Content, setting up and maintaining the corresponding content management system (Content Maintenance) and facilitating links with external data sources for a dynamic representation of information on audiovisual displays and other ICT solutions.</p>
SLA (Service Level Agreement)	<p>An agreement that can be concluded between the Parties as part of the Agreement, in which matters such as performance levels, response times, availability, maintenance windows, escalation procedures and other quality aspects of the Services can be recorded.</p>
Software	<p>Any form of computer software, including all the corresponding preparatory design material, algorithms, flow charts, source codes, object codes, software embedded in equipment (including firmware, etc.) software solutions and all updates, expansions, changes and improvements thereof or thereto.</p>
Support	<p>The support to be provided by BIS to the Customer pertaining to the use, functioning and maintenance of the delivered Products and/or provided Services. The nature, scope and availability of the Support are specified in more detail in the Agreement or in any corresponding SLA.</p>

Article 2 Applicability of the General Terms and Conditions

1. These General Terms and Conditions apply to all Agreements and all legal acts with regard to the formation of Agreements.
2. Even after they have become part of any Agreement, these General Terms and Conditions will also form part of any Agreements concluded afterwards between BIS and the Customer, even if the applicability of these General Terms and Conditions has not been referred to and/or they have not been submitted again upon the formation of such Agreements concluded afterwards.
3. General terms and conditions of the Customer do not apply and are expressly rejected by BIS, even if they are referred to in the Customer's documentation.
4. In case of conflicts between the General Terms and Conditions or their provisions and the Agreement or its provisions, the Agreement prevails.
5. Stipulations varying from these General Terms and Conditions are only possible if they have been agreed between the Parties in writing.
6. If any provision of these General Terms and Conditions turns out to be void or voidable, the other provisions remain in full force. The void or invalid provision will be replaced with a valid provision that is in keeping with the object and purport of the void or voided provision as much as possible.

Article 3 Offers

1. All Offers are valid up to fourteen calendar days after the date of the Offer. This period is not intended to bind BIS to the Offer. All Offers are without obligation. BIS has the right to revoke the Offer, even within the above period of fourteen calendar days.
2. Supplements, commitments or changes of an Offer are only binding if they have been made in writing by the persons authorised to do so of BIS.

The Customer is obliged to provide BIS in good time with all information requested by BIS for the benefit of the Offer. Moreover, the Customer is obliged to provide all information in good time in writing of which the Customer should reasonably understand that it is relevant to the content and performance of the Offer and the Agreement.

Article 4 Formation of the Agreement

1. The Agreement is formed at the time that an Offer is accepted in writing by the Customer (in principle by signing it) or if, in spite of the absence of Acceptance, the Parties execute the Agreement.
2. Acceptance of an Offer by the Customer is irrevocable. If, for example, BIS requests a PO number for the processing of invoices, this PO number must be provided by the Customer at the same time as accepting an Offer. BIS is authorised to suspend the delivery of Products and/or the provision of Services until this PO number has been provided.

3. BIS has the right to test first (whether or not by means of a preliminary inquiry) whether the Products and/or Services that the Customer buys can be implemented correctly and at the indicated price before BIS starts with the performance of the Agreement. If according to BIS this turns out not to be the case, BIS may change the Agreement accordingly or terminate the Agreement for breach, without being obliged to pay the Customer any compensation.
4. The Customer understands that the Offer made by BIS, and therefore the Agreement as well, is based in part on the information and specifications that the Customer has provided to BIS. The Customer guarantees that this information is correct, complete and up to date. If it becomes evident prior to or during the performance of the Agreement that this information was not correct, complete or up to date, BIS is authorised to change the Agreement (including the price) accordingly or to terminate the Agreement for breach, without being obliged to pay the Customer any compensation.

Article 5 Prices and contract extras

1. The price for the Products to be delivered and/or the Services to be provided by BIS has been recorded in the Agreement.
2. All prices are stated in euros. Unless expressly stated otherwise in writing, prices exclude statutory VAT, levies and taxes imposed by the government, transport costs, parking costs, accommodation costs and other costs connected with the delivery of the Product and/or the performance of the Service.
3. Unless expressly agreed otherwise, the prices for the sale of Products are based on delivery ex warehouse.
4. If cost-increasing circumstances occur during the term of the Agreement, BIS has the right to increase the agreed prices in the interim. Cost-increasing circumstances include but are not limited to: increases of the prices of raw materials, materials, wages, social insurance contributions, taxes, surcharges, expense allowances, price increases that are implemented by the suppliers of BIS and price increases resulting from national or international laws and/or regulations or government measures or changes thereto.
5. BIS is authorised to index the agreed prices annually on 1 January (with retroactive effect) in accordance with the indexation rate from the CBS index 6209 Other IT services.
6. Contract extras are payable by the Customer. Contract extras include: all deliverables that BIS must perform in addition to the deliverables of BIS that have been recorded in the Agreement. Examples of contract extras are additional work or waiting times as a result of problems on the Customer's end, such as breakdowns, network problems, or defective equipment of the Customer, the inaccessibility, digitally or remotely, of the Customer's IT environment, or the absence of agreed support or IT support. If the Customer adds Services and/or Products to the Agreement after the Agreement has been formed, the costs of those additions and/or changes are also payable by the Customer as contract extras.

7. The price included in the Agreement applies on the condition that the Services can be performed according to the agreed planning, successively and continuously. Interruptions of the performance of the Services may lead to the passing on of costs to the Customer (as contract extras).
8. Small materials, including bolts, nuts, cables and plugs, may be charged on the basis of subsequent calculation, also if a fixed price has been agreed.
9. If BIS makes drawings for the performance of the Agreement, it only provides these to the Customer if such is explicitly part of the Agreement and the Customer has paid for this.

Article 6 Payment and additional security

1. Invoices from BIS must have been paid by the Customer within 30 calendar days of the invoice date at the latest into the account specified by BIS. The Customer must pay invoices from BIS within 14 calendar days for Agreements with a maximum order value of €10,000.00.
2. Unless otherwise agreed, the Customer must pay the full amount agreed for the Products and/or Services to BIS in advance.
3. For the provision of ongoing Services, the annual amount payable for the next contract year is invoiced prior to the start of the new contract year.
4. Payment terms are strict deadlines. If payment is not made within the stated period, the Customer is in default by operation of law and must pay statutory commercial interest. Moreover, the Customer must pay BIS extrajudicial collection costs, which are determined on the basis of the graduated scale included in Article 2 of the Dutch Extrajudicial Collection Costs (Fees) Decree.
5. Payments first serve to reduce the judicial or extrajudicial collection costs, subsequently to reduce other costs, then to reduce the interest that is payable and finally to reduce the oldest outstanding invoices, regardless of the destination indicated by the Customer.
6. The records of BIS are the guiding principle when determining the amounts payable by the Customer. This article forms an agreement as to burden of proof within the meaning of Section 153 of the Dutch Code of Civil Procedure.
7. The Customer must, at the risk of forfeiting all rights, notify BIS of any objections to an invoice as soon as possible and no later than 8 working days after the invoice date, in writing and stating reasons.
8. BIS may require credit approval in case of payment by invoice.
9. On BIS' demand, the Customer is obliged to provide additional security for the fulfilment of its payment obligations. This additional security may consist of a guarantee, bank guarantee, pledge or surety, at the discretion of BIS.
10. The Customer is not authorised to suspend the fulfilment of their obligations or payment obligations. Neither is the Customer allowed to set off any debt to BIS against any claim or alleged claim of the Customer.

Article 7 Transfer, delivery periods and acceptance

1. All periods or delivery periods stated by BIS are indicative and cannot be regarded as strict deadlines. BIS does its utmost to comply with the indicated delivery period as much as possible. If the exceeding of a delivery period is imminent, BIS and the Customer will enter into consultations. A delivery period takes effect after the Agreement has been formed within the meaning of Article 4 and after the Customer has submitted all data and information requested by BIS, and after BIS has received any required advance payments from the Customer.
2. The exceeding of an indicated period or delivery period does not lead to default or liability on the part of BIS and does not entitle the Customer to termination for breach, cancellation or compensation.
3. BIS is entitled to make deliveries in consignments and to invoice these partial deliveries separately.
4. After BIS has completed the Service, BIS tests the installed Products in the presence of the Customer. If this test is positive, the Service is considered to be accepted and completed. Any remaining points or defects on completion that do not essentially influence the operation of the whole are not a reason for the Customer to refuse the Acceptance. These points are completed by BIS as soon as possible in consultation between the Parties.
5. Furthermore, the Services and Software are considered to be accepted as soon as (i) the work order has been signed by an authorised person on behalf of the Customer, or (ii) the Customer starts using the configuration or has not objected in writing and supported by reasons to the completion within 5 (five) working days of completion, or (iii) an Acceptance test has been performed and Acceptance has taken place.
6. After Acceptance, the project is considered to be completed.

Article 8 Cancellation and returning Products/Delivery Services

1. The Customer may only return Products with the prior written consent of BIS. Customised Products can never be returned. Any return shipments must comply with the instructions provided by BIS, for example with respect to packaging, manner of shipment and address, in the absence of which the return shipment is not accepted.
2. If the Customer cancels the delivery of Products and/or the provision of Services without the written consent of BIS, the Customer remains obliged to pay the full price that is due under the Agreement.

3. The Customer bears the risk of returned Products until BIS has received them. Upon crediting the paid amount, the costs of processing, inspecting, repackaging and restocking of the returned Product are deducted. The amount of these costs may vary, depending on the type of Product and the condition in which it is returned. Transport costs of the original delivery are not reimbursed.

Article 9 Performance of the Agreement

1. All deliverables stated in the Agreement and work arising from this must be performed on working days between 8:30 a.m. and 5:30 p.m. (CET), unless otherwise agreed in writing. In that case, BIS may add a surcharge that depends on the day and/or time when the work must be performed.
2. BIS is entitled to engage third parties in the performance of the Agreement.
3. BIS will do its utmost to perform the Services to be provided by it to the best of its knowledge and ability. In doing so, BIS complies with the applicable regulations and exercises due care. However, BIS is expressly only under an obligation to use best endeavours and not an obligation to achieve a result.
4. BIS reserves the right, for reasons of its own, to change the details of the Services in reasonableness in the interim. It informs the Customer of this.
5. If it becomes evident in the performance of the Agreement that there are contract extras that need to be provided by BIS, BIS may determine that this work must be performed separately. In such case, BIS has the right to adjust the initial planning. Adjustment takes place in consultation with the Customer, in which respect the legitimate interests of both Parties are taken as a starting point.
6. BIS will send a new Offer to the Customer, which will lead to a new Agreement, for each amendment to an Agreement (such as adding or changing required Content) required by the Customer.
7. BIS is entitled to suspend the performance of Services if and as soon as the Customer does not fulfil one or more of their obligations, does not do so in good time or not properly. Furthermore, BIS is entitled to suspend the performance of the Agreement if it becomes evident that the performance in practice deviates significantly from what has been provided in the Agreement or if the scope of the work has otherwise considerably been increased, and the Parties have not yet reached agreement on the consequences of the above deviation for the price and term of the Agreement. All costs of the suspension are payable by the Customer.
8. If BIS provides Services with respect to the Installed Base, BIS is only under an obligation to use best endeavours. Unless expressly agreed otherwise, any performance levels (e.g. as recorded in an SLA) do not apply to the Services with respect to the Installed Base.

Article 10 The Customer's obligations

1. The Customer must cooperate fully in the performance of the Services, including the delivery of Products, by BIS.
2. The Customer is responsible for the complete provision in good time of all information and documentation that BIS reasonably requires for a correct and efficient performance of its work under the Agreement. This includes construction drawings or installation drawings, technical specifications, user requirements and – if applicable – relevant photographs or floor plans of the intended situation.
3. The Customer is obliged to ensure that BIS (or third parties engaged by it) can perform its work undisturbed and safely. This means, among other things, that the Customer must ensure at no cost that:
 - the persons who need to perform the work have free, safe and timely access to the site where the work is to be performed;
 - the site where the work is to be performed is clean and dry;
 - the required electrotechnical and structural facilities, including at a minimum 230 volts connections, pipes and cable ducts, are present;
 - all facilities are available at the site that are reasonably necessary for an efficient performance, including lighting, electricity, a properly functioning network connection and sanitary facilities; and
 - lifting, hoisting, aerial or climbing equipment is made available to the extent necessary for the performance of the work.
4. If specific access authorisations, safety instructions or reporting procedures apply to the performance of the work, the Customer will make these available in good time. The Customer will grant BIS the necessary cooperation and arranges an authorised and expert point of contact who is available for coordination, questions and decision-making with respect to the performance of the Agreement.
5. The Customer guarantees that the site where the work takes place complies with the applicable laws and regulations (such as working conditions regulations, fire safety regulations or building regulations), to the extent that they affect the performance of the Agreement by BIS.
6. If BIS designates the delivery of Products and/or Services as complex in a concrete case, BIS may conduct an inquiry or have an inquiry conducted at the site prior to the work, which includes mapping the electricity points and the network infrastructure. The Customer is obliged to cooperate in this at all times. The Customer bears the costs of this inquiry.
7. The Customer is responsible for a suitable and properly functioning network environment and the Software that is necessary for the successful performance of the Services by BIS.

8. The Customer is obliged to comply with any licensing terms of the delivered Software or the Software included in the delivery, particularly the provisions with respect to the installation and use of the Software and the immediate implementation of updates.
9. If Services are purchased that require integration in the Customer's IT environment, the Customer is obliged to have sufficient and qualified IT staff at the site.
10. Wireless Audiovisual Solutions that are used by the Customer are the Customer's responsibility. That is why BIS cannot be held responsible if wireless solutions that use Wi-Fi, Bluetooth, Zigbee or Setwave do not always produce the best possible result if there is no sufficient bandwidth.
11. Only the Customer is responsible for errors or a delay in the performance of the Agreement caused because the Customer has not fulfilled their obligations described in this article. The Customer must compensate any additional costs and loss of BIS caused as a result.
12. The Customer is not authorised, without the prior written consent of BIS, to transfer their rights and/or obligations under the Agreement to a third party or to encumber them with a right or a real right. Any transfer or encumbrance in violation of this paragraph has no effect under property law. This paragraph does not apply to money claims within the meaning of Section 83 of Book 3 of the Dutch Civil Code ('Burgerlijk Wetboek').
13. A contract takeover also requires the prior written consent of BIS.

Article 11 Guarantee

1. BIS guarantees that the Products and Services will at a minimum meet the agreed specifications. The Products and Services will be complete and ready for use. Moreover, BIS guarantees that it complies with all relevant environmental regulations, health regulations and safety regulations.
2. Unless otherwise agreed, BIS guarantees the correct performance of the Delivery Services and the Professional Services during a period of twelve months after completion of those Services.
3. With respect to the delivered Products or Product components, BIS provides the Customer the same guarantees or manufacturer's warranties that the supplier of the relevant Product or Product component has provided to BIS. If the manufacturer excludes specific parts of a Product from a guarantee or extended guarantee, the Customer cannot make a claim under the guarantee. BIS does not provide guarantees in respect of the delivered Products beyond the manufacturer's warranties.
4. In any event, no guarantee is provided with respect to glass, discolouration and minor deviations in colour. Small materials are also always excluded from any guarantee.
5. Guarantees that BIS provides only apply in case of normal use by the Customer and under normal circumstances. The Customer must prevent unusual environmental factors such as

humidity, dryness, dustiness, cold or heat in order to remain entitled to make a claim under the guarantee.

6. Furthermore, the Customer has no claim under a guarantee if:
 - a. the Customer or third parties make changes or carry out repairs to the Products and/or Services without the prior written consent of BIS; or
 - b. the Customer fails to follow the advice and instructions given by BIS or third parties engaged by BIS.

Article 12 Complaints

1. The Customer no longer has the right to invoke a defect in the Products delivered and/or Services provided by BIS if they have not informed BIS of the defect in writing no later than seven calendar days after they discovered or should reasonably have discovered the defect.
2. If Products are delivered, the Customer is obliged to inspect them. Damaged Products must be recorded on the carrier's checklist immediately upon delivery. If no damaged Products have been recorded on the checklist, all Products are supposed to have been delivered undamaged and 'as is' (with all visible and invisible errors and defects).

Article 13 Retention of title

1. BIS remains the owner of the Products delivered by it, and of any rights to be granted or to be transferred, until the Customer has paid BIS all that they owe BIS, including compensation, interest and costs.
2. Before payment in full has taken place, the Customer is not authorised to wholly or partially pledge the items and rights referred to in paragraph 1 to a third party or to otherwise encumber them or transfer the ownership thereof.
3. The Customer will keep the Products and items with due care and as the recognisable property of BIS and will take out adequate insurance against damage, theft and loss, also for the benefit of BIS. The Customer must provide a copy of this insurance policy if BIS so demands.
4. If the Customer does not fulfil their obligations or if there is a reasonable fear that the Customer will not do so, BIS is entitled, at the Customer's expense, to take back or have a third party take back the Products delivered subject to retention of title referred to in paragraph 1 from the Customer or from third parties who keep the Products or items for the Customer. The Customer is obliged to provide all necessary cooperation.
5. If BIS, due to confusion, accession or deformation of a delivered Product, cannot rely on its retention of title (anymore), the Customer is obliged to pledge the confused, acceded or newly formed items to BIS and to pledge (in advance) to BIS the claims that the Customer has obtained or will obtain from the sale or resale of those mixed or newly formed items.

Article 14 Force majeure

1. In case of Force Majeure, BIS is authorised to suspend the fulfilment of the relevant obligations under the Agreement wholly or partially for the period of Force Majeure.
2. BIS is not liable for loss if as a result of Force Majeure it cannot, not fully or not in good time fulfil its obligations or if the Agreement is terminated for breach as a result thereof.
3. If the Force Majeure lasts longer than three months, BIS is authorised to give notice to terminate the Agreement, without being liable to pay the Customer compensation.
4. If BIS is in default it is also entitled to rely on Force Majeure.

Article 15 Term and end of the Agreement

1. The term of the Agreement is provided in the Agreement.
2. The Customer is not authorised to terminate the Agreement early.
3. Unless otherwise agreed, BIS is at all times entitled to terminate the Agreement by giving notice with due observance of a reasonable notice period of two months. In that case, BIS is entitled to a pro rata payment for the work performed.
4. BIS has the right to terminate the Agreement with immediate effect and without any further notice of default in the following cases:
 - a. the Customer has applied for a suspension of payments, has filed a winding-up petition, has petitioned for bankruptcy or otherwise, for example by means of attachment or by entering into a composition with creditors, loses the power to dispose of a substantial part of their assets;
 - b. the Customer fails to fulfil any obligation under the Agreement (including their payment obligations) and does not, after having been given written notice of default, as yet fulfil that obligation/those obligations within a reasonable period;
 - c. the Customer has acted contrary to the Agreement and fulfilment or a remedy is not possible or no longer possible; and
 - d. the Customer discontinues or transfers their company.
5. If the Customer terminates the Agreement without being authorised to do so, the Customer must pay the full price that is payable under the Agreement, and the Customer is obliged to compensate all loss that BIS suffers as a result of the termination without observing the prescribed notice period.
6. Provisions of the Agreement and the General Terms and Conditions that expressly or by their nature are intended to continue to apply after termination of the Agreement, such as provisions on liability and non-disclosure, remain in force after the termination of the Agreement.
7. If the Agreement is terminated, all claims that BIS has against the Customer become due and payable immediately.

8. After the end of the Agreement, the Customer is obliged to return all materials, designs, drawings, information and other property of BIS (such as rented Products) to BIS within 30 calendar days at their expense.
9. The provisions of this article do not rule out the statutory options that BIS has to give notice and to terminate for breach.

Article 16 Liability

1. BIS is liable only for direct loss that is the direct result of an attributable failure to fulfil its obligations under the Agreement. Direct loss is exclusively understood to include:
 - (i) the reasonable costs that the Customer must incur to remedy or replace the deliverable so that it as yet conforms to the Agreement;
 - (ii) the reasonable costs that the Customer must incur to establish the defective deliverable and the extent thereof, and the loss caused as a result as referred to in (i);
 - (iii) the reasonable costs incurred to prevent or limit the loss referred to in (i), to the extent that these costs actually resulted in the prevention or limitation thereof.
2. BIS is never liable for alleged or actual unlawful acts or for indirect loss. Indirect loss in any event includes, but is not limited to: consequential loss, loss sustained, lost profits, non-material damage, lost savings, lost opportunities, loss of data, reputational damage and business interruption.
3. The liability of BIS is limited to the sum that is paid out by the insurer of BIS. If payment is not made, the liability of BIS is limited to the sum that has been paid by the Customer in the context of the relevant contract year (excluding VAT), subject to a maximum of EUR 100,000. A series of connected incidents is regarded as one incident.
4. The Customer indemnifies BIS and its employees in full against all third-party claims arising from or connected with the Customer's acts or omissions in the performance of the Agreement. If BIS is held liable in spite of this indemnity, the limitation of liability referred to in paragraph 3 continues to apply in full.
5. The limitations of liability from this article do not apply to the extent that the event giving rise to the loss is the result of intent or deliberate recklessness of BIS or its managing employees.
6. The Customer's rights of action for compensation are prescribed 6 (six) months after the time when the damage or loss manifested itself or could reasonably have been established.

Article 17 Non-disclosure

1. The Parties undertake to treat all Confidential Information in strict confidence and to make no statements to third parties in that respect.
2. The Parties will only use Confidential Information for the performance of the Agreement. They will only share it with employees or third parties to the extent necessary for the performance of

the Agreement. In that case, they guarantee that these persons are bound by the same duty of confidentiality.

3. The duty of confidentiality does not apply to Confidential Information that:
 - a. Is or becomes public other than due to an attributable failure of the receiving Party;
 - b. Originates from a third party that has no duty of confidentiality towards the disclosing Party with respect to the information;
 - c. Was already in the possession of the receiving Party prior to its disclosure or was developed by the receiving Party independently of such Confidential Information (provided that there is sufficient evidence to prove this); and
 - d. The receiving Party must provide as a result of an obligation vested in it under the law or a court decision.

4. With respect to all Confidential Information that is exchanged between the Parties in the context of the Agreement – in any form or on any information carrier whatsoever - the Parties undertake:
 - a. To take all reasonable technical and organisational measures to secure the storage, processing and retention of Confidential Information;
 - b. To retain the Confidential Information no longer than is necessary for the fulfilment of the agreed obligations, and at the request of the disclosing Party to return this information or – after having obtained permission to do so – carefully destroy it, including any copies or derived data, after the obligations under the Master Agreement and/or a Further Agreement have been fulfilled; and
 - c. to cooperate in a reasonable inspection or audit of the retention, processing and the use of Confidential Information, if and to the extent that this is necessary to protect company-sensitive data and, provided that this takes place with due observance of the duty of confidentiality of the receiving Party under this article.

Article 18 Intellectual property

1. All Intellectual Property Rights that were developed before or outside the Agreement or that are the property of one of the Parties or their suppliers remain the property of that relevant Party or supplier. Nothing in the Agreement entails a transfer of existing Intellectual Property Rights.
2. All Intellectual Property Rights to results that BIS has specifically developed or manufactured for the Customer in the context of an Agreement or Offer only pass to the Customer in case of payment in full, unless expressly agreed otherwise.
3. Notwithstanding the above, all Intellectual Property Rights to the technical schedules, design drawings, floor plans, software, and interior designs produced by BIS or its suppliers remain the property of BIS or its supplier, regardless of whether they were made on the Customer's instructions. The Customer acquires a non-exclusive, non-transferable and non-sublicensable

right of use in respect of these materials that is only intended for internal use and to the extent necessary for using the delivered Products and provided Services. The Customer is not allowed to reproduce these materials, make them public or make them available to third parties without the prior written consent of BIS.

4. To the extent that the transfer of Intellectual Property Rights is not possible, BIS will grant the Customer a right of use in such a manner that the Customer can properly use the result in the context of the agreed objectives. The Customer is responsible for obtaining the correct rights, such as copyrights for using the delivered Content, including images, fonts and other elements in their ICT environment. BIS is never liable for any damage or loss resulting from the Customer not being in possession of the required rights, including but not limited to claims from copyright owners and/or any fines.
5. The Customer must immediately inform BIS in writing of a liability claim or legal action based on the assertion that the use of the delivered Products and/or provided Services by BIS infringes an Intellectual Property Right that applies in the Netherlands.
6. If the Customer acts contrary to the provisions of this article, BIS may demand an immediate discontinuation of the use and require full compensation from the Customer.

Article 19 Data protection

1. If and to the extent that personal data are processed in the context of the performance of the Agreement or an offer based on it, both Parties will comply with the applicable data protection regulations, including the General Data Protection Regulation 2018 (GDPR).
2. Depending on the nature of the processing operation, the Parties may act as controller or as processor. If a Party acts as processor with respect to the other Party's personal data in the context of the performance, the Parties will – at the same time as the formation of the relevant offer – conclude a processing agreement, based on a model to be submitted by BIS.

Article 20 Amendment to the General Terms and Conditions

BIS is entitled to amend these General Terms and Conditions unilaterally. Amendments to the General Terms and Conditions are announced to the Customer in writing at least 30 calendar days before they take effect, and come into force on the date announced by BIS.

Article 21 Applicable law and competent court

1. Dutch law applies exclusively to any Agreement and these General Terms and Conditions. The Vienna Sales Convention 1980 (CISG) does not apply.
2. All disputes between BIS and the Customer will only be submitted to the Court of Rotterdam, Rotterdam location.

Part (B) Managed Services Conditions

If a provision of these Managed Services Conditions deviates from or is contrary to a provision of part (A) of these General Terms and Conditions, the provision of these Managed Services Conditions prevails.

Article 1 Managed Services

1. In case of an Agreement for Services, the Customer may purchase multiple modules from BIS, which offer a different service and support level in the area of monitoring, maintenance, support and life cycle management of systems and guarantee. The various module descriptions are published on the BIS website.
2. The Services that the Customer purchases from BIS are recorded in the Agreement. Generally, an SLA is concluded between the Parties if Managed Services are purchased.
3. BIS only provides Managed Services during office hours (between 8.30 a.m. and 5.00 p.m.) unless expressly agreed otherwise. A surcharge applies outside office hours (between 5.00 p.m. and 8.30 a.m.), the amount of which depends on the work to be performed, the day and the exact time. BIS will only perform work during this period of time if the Customer explicitly gives instructions to do so.
4. BIS is only obliged to perform the Managed Services up to the maximum of the number of hours agreed on.
5. The Customer is obliged to give BIS the opportunity to perform the Service. This means, among other things, that the Customer is obliged to keep its ICT environment accessible to BIS at all times. Also remotely. If this is not the case and BIS is consequently forced to perform the Services at the Customer's site, the Customer is obliged to pay travel expenses and any additional working hours.
6. A request for Support must be made in the manner that BIS prescribed to the Customer and must at least include the following information:
 - the Customer's name,
 - the location of the breakdown,
 - the nature and scope of the breakdown (including type of device).
7. The Customer is obliged to answer all questions of BIS regarding the breakdown correctly and in good time. Moreover, the Customer is obliged to follow the instructions given by BIS.
8. BIS cannot deal with the request if the Customer does not fulfil the obligations stated in this article.

Article 2 Replacement Products

1. The Agreement may provide that the Customer has the right to a replacement Product if a Product does not function properly.
2. Replacement Products correspond as much as possible with the original specifications. BIS reserves the right to make Products available that deviate from the original specifications.
3. In principle, replacement Products are delivered as portable and only delivered to the site stated in the Agreement. Installation is only part of the Agreement if such has been expressly agreed.
4. The maximum period for making the replacement Products available is three months to be counted from the time they were made available. After the period during which the replacement Products were made available expires, the Customer must return them to BIS on demand.
5. The risk of the replacement Products passes to the Customer at the time of delivery. The Customer is obliged to take out adequate insurance against damage, loss or theft for the replacement Products, also for the benefit of BIS. The Customer must manage the replacement Products with due care.

Special Conditions for the rental of Products through Event Rental

These Special Conditions are supplementary and apply specifically in case of Event Rental. If the provisions of these Special Conditions deviate from the provisions of part (A) of these General Terms and Conditions, the provisions of these Special Conditions prevail.

Article 1 Rental period, deposit and payment in case of Event Rental

1. Unless otherwise agreed, Products are rented out per calendar day. Each additional rental day is charged at the day price.
2. BIS is entitled to have the Customer pay a deposit that amounts to ten times the daily rent for the rented Product.
3. The Customer must have paid the total rent in full before the start of the rental period.

Article 2 Cancellation

In case of Event Rental, BIS reserves Products, and corresponding human resources, to meet the Customer's requirements. In case of cancellation before the start of the Agreement, BIS charges the following costs:

- Cancellation > 30 days before the installation date: No costs;
- Cancellation < 30 days before the installation date: 25% for materials, 40% for crew & transport;
- Cancellation < 21 days before the installation date: 37.5% for materials, 60% for crew & transport;
- Cancellation < 14 days before the installation date: 50% for materials, 80% for crew & transport;
- Cancellation < 7 days before the installation date: 100% for materials, crew & transport.

Article 3 Installation conditions in case of Rental

1. Upon concluding an Agreement for Event Rental, the Customer's obligations include:
 - a) stating the exact site where the event or meeting is to take place;
 - b) stating when the site is not open to large transport and cannot be reached by means of a level and paved road. If the Customer does not report this, it is assumed that the site is open to the public and can be reached; and
 - c) taking care of the necessary power supply; and
 - d) passing on the mobile telephone number of the contact person who acts on the Customer's behalf at the site.

Article 4 Delivery and inspection in case of Rental

1. The rented Product is delivered at the site stated in the Agreement and to the extent that this site can be reached by the means of transport of BIS. The costs of transport are payable by the Customer.
2. The Customer is responsible for obtaining the necessary licences and permits and for reporting the location of underground or overhead cables. The Customer must take care of a suitable, flat and dry surface with sufficient space for the equipment. The installation site must have an electricity point within 25 metres of the Product, unless otherwise agreed.
3. Delivery of the rented Product (by the BIS courier service) takes place on the day prior to the rental period between 9.00 a.m. and 4.00 p.m. The person who takes delivery of the Product on behalf of the Customer must provide proof of their identity to BIS or its courier by means of valid identification, and must sign to acknowledge receipt of the rented Product. The Customer guarantees that the person signing on behalf of the Customer is authorised to do so.
4. Collection of the rented Product takes place on the day after the rental period between 9.00 a.m. and 4.00 p.m. Upon returning the rented Product, the Customer must have it ready for collection from the delivery address.
5. If delivery cannot take place due to the Customer's absence or the inaccessibility of the site, and BIS cannot deliver the Product as a result, the Customer must still pay the full rent.
6. Unless otherwise agreed, BIS installs the Product at the site. The Customer must inspect the rented Product immediately upon delivery and must record any defects in writing in a delivery report. Unless otherwise agreed, the Product is deemed to have been delivered and accepted in good condition.
7. If the Customer proves that the rented Product is defective, for which BIS can be blamed, BIS will remedy the defect or replace the rented Product (in BIS' estimation). In this case, the liability of BIS is limited to this obligation to rectify a defect, and the Customer is not entitled to rent reduction and/or compensation, unless BIS knew or should have known about the defect upon the start of the Agreement.
8. BIS is entitled to deliver the rented Product in consignments.
9. The rented Product is and remains the property of BIS. The Customer is obliged to immediately inform BIS of situations that may influence the property of BIS. The Customer is obliged, on the demand of BIS, to cooperate in the creation of a real right for the benefit of BIS if BIS deems such necessary.

Article 5 The Customer's additional obligations in case of Rental

1. The Customer must use the rented Product with due care and in accordance with the operating instructions. The rented Product may only be used by qualified persons who follow the instructions of BIS. The rented Product may only be used at the site stated in the Agreement. Unless otherwise agreed, the Customer is not authorised to remove or relocate the rented Product, or to make changes to it.
2. The Customer is advised to test the Product prior to using it. The Customer must make the rented Product available for inspection by BIS at BIS' request.
3. The Customer may not sublease the rented Product or allow third parties to use it without BIS' consent.

Article 6 Insurance of rented Products

1. The Customer is obliged to take out adequate insurance for the rented Product against damage, loss or destruction, also for the benefit of BIS. The Customer must make the insurance policies and proof of payment of the premium available to BIS at its request.
2. The Customer must immediately inform BIS in case of imminent damage to the Product. The Customer is obliged, to the extent reasonably possible, to take measures to mitigate loss.

Article 7 Showing Content

1. The Parties may agree that BIS shows the Customer's Content via the rented Product as part of Event Rental.
2. Only the Customer is responsible for the Content that BIS shows at the Customer's request. The Customer must correctly inform BIS in good time of all specifications of the Content prior to showing the Content. If the Customer has not done so and it becomes evident during the showing of the Content that the rented Product does not support the Content specifications required by the Customer, such as typefaces or fonts, BIS is not responsible for this.
3. If BIS shows Content within the Customer's digital environment, only the Customer is responsible for the correct functioning of this digital environment.