

# General Terms and Conditions

These terms and conditions apply to agreements between Softtrader International BV, acting under the name Softtrader, and her other party

## Article 1. Definitions and Parties

1.1 Softtrader International BV established in Nijmegen and registered with the Chamber of Commerce under file number 82250758, trading under the name Softtrader.

1.2 General Terms: the present document.

1.3 Supplier: A natural or legal person, acting in the conduct of a profession or business, which sells a Software License to Softtrader International BV.

1.4 Client: A natural or legal person, acting in the conduct of a profession or business, which purchases a Software License from Softtrader International BV.

1.5 Software License: A user's License on standard software.

1.6 Written: Written on paper as well as digital, provided that the sender's identity and integrity of the content of the communication are sufficiently established.

1.7 Website: The website of Softtrader International BV, to be consulted at [www.softtrader.nl](http://www.softtrader.nl).

1.8 Other party: Supplier or Client, who enters into an agreement with Softtrader International BV.

## Article 2. Offers

2.1 Softtrader International BV reserves the right to modify (an) offer (s) or quotation (s) enabling the sale of Software Licenses.

2.2 Personal offers of Softtrader International BV are valid for 7 calendar days, unless otherwise specified in writing. Acceptance after the expiry of this period only leads to an agreement between Softtrader International BV and Other Party, in case Softtrader International BV explicitly accepts the acceptance by Other Party

## Article 3. Registration

3.1 On the Website of Softtrader International BV, Other Party can register by creating an account. During the registration process, Other Party selects a username and password. Other party himself shall be responsible for choosing a sufficiently reliable password. The account will be accessible by entering login credentials.

3.2 Other party himself shall be responsible for the confidentiality of the login information. Other party is not permitted to provide third parties with the login data without permission from Softtrader International BV. In addition, Other party shall inform Softtrader International BV without delay if the login details are missing or have been lost.

3.3 The use of the account made available by Softtrader International BV takes place under the responsibility and at the risk of Other party. If Other party suspects that the account is being misused, Other Party shall report this to Softtrader International BV as soon as possible so that actions can be taken.

## Article 4. Purchase of Software Licenses

4.1 This article applies only to the purchase of Software Licenses by Softtrader International BV.

4.2 Provider supplies the Software Licenses as specified in the agreement and in accordance with Article 6.

4.3 Provider provides Softtrader International BV with all relevant information regarding the Software License, including but not limited to information about:

- the version of the software covered by the Software License;
- the activation of the software;
- the right to maintenance and updates of the software;
- the applicable License terms and conditions

4.4 Supplier warrants that:

- (a) with the consent of the rightful owner of the Software, the Software License has been placed on the market in one of the countries of the European Union;
- (b) the Software License has been obtained for an indefinite period of time;
- (c) No further fees are due for the use of the Software License;
- (d) The Software License is not in use at the time of delivery;

(e) The Software License has not been split or is otherwise incomplete.

4.5 Supplier will provide Softtrader International BV, upon its first request, with all information required to demonstrate that the conditions of the previous member have been met.

4.6 Supplier will (safeguard) defend and hold Softtrader International BV harmless from all third party claims based on the allegation that the Software License, as delivered, infringes any copyright of these third parties. In addition, Supplier shall be held liable for full refund of the amounts paid by Softtrader International BV.

## Article 5. Sale of Software Licenses

5.1 This article applies only to the sale of Software Licenses by Softtrader International BV.

5.2 If so required, Softtrader International BV delivers the Software Licenses as specified in the agreement and in accordance with Article 6. Softtrader International BV hereby endeavors to provide Client in writing with the necessary information for the activation of the Software License.

5.3 Softtrader International BV provides advice on the operation of the Software License. Client is responsible for the installation and the commissioning of the Software. Softtrader International BV is not responsible for providing the installation media concerning the purchased software licenses. For questions relating to the operation of the Software, Client must turn to the rightful owner of the software.

5.4 Client is at all times fully responsible for ordering the required version of a Software License. The Software License may, after having been made available to Client, no longer be returned other than with written authorization of Softtrader International BV.

5.5 The scope of the Software License is limited to the License condition of the rightful owner of the Software. Where applicable, the invoice contains information about the Software License, including version of the Software which is covered by the Software License and the right to maintenance and updates of the Software.

## Article 6. Delivery and Delivery Period

6.1 The provision of the Software License by Softtrader International BV to Client shall take place, unless otherwise agreed, as soon as possible after payment of the invoice by Client.

6.2 The provision of the Software License to Softtrader International BV by Supplier must be made within 7 days after Softtrader International BV has accepted the offer of Supplier. Payment of the invoice of Supplier shall take place at the latest within 30 days after Supplier has made the relevant Software License(s) available.

## Article 7. Prices

7.1 All prices on the Website and in brochures, price list (s), offers and other means of communication of Softtrader International BV are in euros and excluding sales tax (VAT) and other charges imposed by the government.

7.2 Prices, as referred to in the preceding paragraph are subject to programming and typing errors. No liability is accepted for the consequences of such errors.

## Article 8. Payment Conditions

8.1 Softtrader International BV will send an invoice to Client for all amounts owed by Client. Upon acceptance of an offer, Client accepts electronic billing by Softtrader International BV.

8.2 The payment period is stated on the invoice. If the invoice does not include a payment period, a period of 8 days after the invoice date shall apply. After the expiration of fourteen days after the payment period, Client, who has not paid in due time, shall be in default by virtue of law, without notice of default being required. On the outstanding amount, Client shall be liable for statutory interest for commercial transactions without further notice.

8.3 In the event of non-timely payment, Client shall be obliged to pay, in addition to the amount due and interest accrued thereon, a full remuneration of both extrajudicial and judicial collection costs (minimum of 250 euro), including the costs of attorneys, lawyers, bailiffs and collection agencies.

8.4 The claim for payment shall be immediately payable in the event that Client is declared bankrupt, files for suspension of payment or Client assets have been seized, Client dies, and furthermore if he goes into liquidation or is being dissolved.

8.5 In the above cases, Softtrader International BV furthermore has the right to terminate or suspend execution of the agreement or any non-executed part thereof without notice or court intervention, without compensation for damages of Client which may result from this.

8.6 Client waives all rights relating to settlement.

## Article 9. Liability

9.1 Softtrader International BV shall only be liable in the event of a deficient failure to comply with obligations pursuant to this agreement and exclusively for direct damage.

9.2 The liability of Softtrader International BV, originating from a failure to comply with the agreement or otherwise, limited to the direct damage with a maximum of the price agreed for the agreement. However, in no case will the total compensation for direct damage exceed EUR 10,000, -.

9.3 Under direct damage is exclusively understood damage existing of:

(a) reasonable and demonstrable costs incurred by the party concerned to prompt others to comply with the agreement (again);

(b) reasonable costs for determining the cause and extent of the damage in so far as they relate to the direct damage as here intended;

(c) reasonable and demonstrable costs incurred by the party concerned in order to prevent or reduce the direct damage as referred to in this Article.

9.4 Any right to compensation for the Other party shall in any case lapse if:

(a) Other party has not taken any action immediately following the finding of the damaging event;

(b) Other party has not informed Softtrader International BV of all relevant information within 3 weeks after having become familiar with the damage.

9.5 The exclusions and restrictions referred to in this article shall lapse, if and to the extent that the damage is the result of intentional or deliberate recklessness of the injurious party and/or her management.

## Article 10. Force Majeure

10.1 Softtrader International BV is not obliged to fulfill any obligation towards Client, if she is prevented from doing so due to a circumstance which cannot be attributed to fault, and for which she cannot be held accountable for by law, legal act or generally accepted standards.

10.2 Force majeure is understood to be in these Terms and Conditions, in addition to what is understood in law and jurisprudence, all external foreseeable or unforeseeable causes, which Softtrader International BV cannot influence, but as a result of which Softtrader

International BV is unable to fulfill its obligations. In particular, force majeure shall include: national riots, network attacks, mobilization, war, traffic congestion, strike, business disruptions, stagnation in supplies, fire, flooding, import and export barriers and in case Softtrader International BV by its own suppliers, for whatever reason, is not enabled to deliver, made so that compliance with the agreement cannot reasonably be required from Softtrader International BV.

10.3 During the period of force majeure, Softtrader International BV may suspend the obligations under the agreement. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without obligation to compensation for damage towards the other party.

10.4 In so far as Softtrader International BV, at the time of the commencement of force majeure, has partially fulfilled its obligations under the agreement, or will be able to comply with them, and the part performed or to be performed is of independent value, Softtrader International BV shall be entitled to invoice the part already performed or to be performed separately. Client is liable to pay this invoice.

## Article 11. Confidentiality

11.1 Parties shall treat information which is provided to each other, confidential, if the information is marked as confidential or if the receiving Party knows or should reasonably suspect that the information is intended to be confidential ("Confidential Information"). The content of the agreement is in any case confidential.

11.2 The duty to treat confidential information strictly confidential is not valid if the receiving Party can prove that the information:

- was in the possession of the receiving party before the date of provision.
- is available at a third party without the third party would violate any confidentiality obligation towards the providing party by the provision.
- is available from public sources, such as newspapers, patent databases, publicly accessible websites or services;
- has been developed by the receiving Party independently and without the use of any information from the providing Party.

11.3 If a Party receives a confidential information order from a competent authority, she has the right to release the information. However, the providing Party shall be informed of the order in advance and as soon as possible, unless the order explicitly forbids this. If the providing Party decides to take action against the order (for example, through a short trial),

the receiving Party shall withhold the release of information until this is decided, to the extent that this is legally possible.

11.4 Parties also impose the confidentiality obligations of this article on employees and third parties which are engaged in the performance of the agreement and to whom the Confidential Information is provided.

## Article 12. Applicable Law

12.1 An agreement is governed by Dutch law.

12.2 In so far as the rules of compulsory law do not stipulate otherwise, all disputes arising from the agreement shall be submitted to the competent Dutch court in the district in which Softtrader International BV is registered.

## Article 13. Final Provisions

13.1 If any provision of the agreement appears to be void, this does not affect the validity of the entire agreement. The parties will in that case replace (a) new provision (s), which as far as possible by law gives shape to the intention of the original agreement and the General Terms and Conditions.

13.2 The parties are only entitled to transfer their rights and obligations from the agreement to a third party with the prior written consent of the other party. By way of derogation, Softtrader International BV is always entitled to transfer its rights and obligations from the agreement to a parent, subsidiary or sister company.

13.3 The version of any communication received or stored by Softtrader International BV shall be deemed to be authentic, unless otherwise provided by Other party.