



Aelion – General Terms and Conditions

Drafted on 1 January 2017.

General Terms and Conditions of Aelion, established at Olivier B. Bommelhof 14, 1336AH, in Almere, the Netherlands, registered with the Chamber of Commerce under number 62338322.

Definitions

In these General Terms and Conditions, the following terms are used as defined below, unless explicitly stated otherwise.

<i>General Terms and Conditions:</i>	The General Terms and Conditions as stated below.
<i>Aelion:</i>	Aelion, registered with the Chamber of Commerce under number 62338322.
<i>Service:</i>	All work, of whatever form, that Aelion has carried out for, or for the benefit of, the Client.
<i>Honorarium:</i>	The financial reimbursement that is agreed with the Client for the performance of the assignment.
<i>Assignment:</i>	The contract of instruction to provide services.
<i>Client:</i>	The one who has accepted the validity of these General Terms and Conditions and given instructions for the provision of the Service.
<i>Contract:</i>	Any contract entered into between Aelion and the Client.

Article 1 Scope

1. These General Terms and Conditions apply to every quotation and Contract entered into between Aelion and the Client, unless the General Terms and Conditions are departed from by the parties explicitly and in writing.
2. These General Terms and Conditions are also applicable to contracts with Aelion for the implementation of which third parties must be involved.
3. The applicability of any of the Client's purchasing conditions or other general terms and conditions is expressly excluded.
4. If one or more provisions of these General Terms and Conditions are void or voidable, the other provisions of these General Terms and Conditions remain in effect. In this event, Aelion and the Client will consult with each other to agree new provisions to replace the void or voided ones.
5. If Aelion not always require the strict compliance of these General terms and Conditions, this will not mean that the provisions of the General terms and Conditions will not apply, or that Aelion to any degree would lose the right in other cases to demand the strict compliance of these General terms and Conditions.
6. Departures from the Contract and the General Terms and Conditions are only valid if they are explicitly agreed with Aelion in writing.

Article 2 Quotations

1. All quotations of Aelion are without obligation, unless in the offer and/or quotations a period is stated for acceptance. If in the quotation a period is stated for acceptance the quotation will lapse after this period has expired.
2. Aelion cannot be held to its quotations if the Client, in accordance with the requirements of reasonableness and fairness and generally accepted standards, should have understood that the quotation or an element thereof contains a manifest fault or clerical error.



3. If the acceptance departs from the offer included in the quotation, whether or not on points of minor importance, then Aelion is not bound by this. The Contract then does not come into being in accordance with this differing acceptance, unless Aelion indicates otherwise.

Article 3 Amendments to the contract

1. If, during the implementation of the Contract, it becomes apparent that it is necessary to amend or supplement the Contract to ensure its proper implementation, then Aelion will inform the Client of this as soon as possible. The parties will then amend the Contract in a timely manner and in mutual consultation.
2. If the parties agree that the Contract will be amended or supplemented, this can influence the time of the completion of the implementation. Aelion will inform the Client of this as soon as possible.
3. If the amendment or supplementation of the Contract will have financial, quantitative and/or qualitative consequences, then Aelion will inform the Client of this in advance.
4. If a fixed Honorarium and/or fee is agreed, then Aelion will indicate the extent to which the amendment or supplementation of the Contract will influence the price. In this event Aelion will attempt, as far as possible, to issue a quotation in advance.
5. Aelion may not make any additional charges if the amendment or supplementation is a consequence of circumstances that can be attributed to Aelion.
6. Amendments to the Contract originally entered into between the Client and Aelion are only valid from the time at which these amendments are accepted in writing by both parties by means of a supplementary or amended Contract.

Article 4 Implementation of the contract

1. Aelion will implement the Contract to the best of its knowledge and ability, and in accordance with the requirements of good workmanship.
2. Aelion is entitled to arrange for certain work to be carried out by third parties. The applicability of article 7:404, article 7:407, paragraph 2 and article 7:409 of the Dutch Civil Code is explicitly excluded.
3. Aelion is entitled to implement the Contract in phases. If the Contract is implemented in phases, Aelion is entitled to invoice and require payment for each implemented element separately. If and for as long as this invoice is not paid by the Client, Aelion is not obliged to implement the following phase, and is entitled to suspend the contract.
4. If the Contract is implemented in phases, Aelion is entitled to suspend the implementation of those elements that belong to the following phase or phases until the Client has approved in writing the results of the preceding phase.

Article 5 Development and/or maintenance software

1. The Client will issue all information, instructions, materials, passwords and the necessary access to the corresponding software system, which are necessary for the developments or maintenance of the software, or which the Client can be reasonably expected to understand are necessary for implementation of the Contract, to Aelion in a timely manner.
2. If the above-mentioned information and instructions are not issued, or not issued in a timely manner, then Aelion is entitled to suspend the implementation of the Contract. The additional expenses that are incurred through the delay will be borne by the Client.
3. If the information issued by the Client is protected by intellectual property, the Client guarantees that he or she has the required licenses.
4. Aelion will try to inform the Client as well as possible on the latest news and the most recent developments,



5. After delivery of the software and the final agreement of the Client, the Client and Aelion can enter into a maintenance agreement. If the Client would like that Aelion performed maintenance on the software system, Aelion will charge for the maintenance separate rates.

Article 6 Examination and claims

1. If the Agreement concerns the development of software, the Client is obliged to examine the software within 1 week after the performance whether the quality and quantity of the Service comply with what the parties agreed, at least meet the requirements that are common in trade.
2. Visible defects and shortcomings have to be reported within 3 working days after the performance of the Service in writing to Aelion. Non-visible defects and shortcomings have to be reported within 3 working days after its discovery to Aelion.
3. If the Client communicates a defect or shortcoming, then Aelion shall endeavour to take away this defect or shortcoming within 14 days.
4. The right to (partial) restitution of the price, repair or replacement or compensation lapses, if the defects will not be reported within the prescribed period, unless the nature of the Service states otherwise or from circumstances of the case a broader period arises.
5. The payment obligation will not be suspended if the Client reports the defect to Aelion within the prescribed period.

Article 7 Inspection and testing

1. The Client is never allowed to use the Product in any way before the inspection and testing. If the Client uses the Product the use will be at any time for the account and at the risk of the Client. If the inspection and testing cannot take place during or after the installation, the Client isn't allowed to use the Product in any way.
2. As far as there has not been taken place a sufficient inspection during or after the installation, Aelion will inspect and test the Product within one week after the installation.
3. If defects are found during the test, then Aelion is obliged to repair this as soon as possible. If it is not possible to repair the defects, or, if it is not justified given the spending time and costs, the Client is obliged to reject the goods.
4. The foregoing paragraphs do not apply to solving production bugs. If the Client discover a production bug, then the Client has to report this as soon as possible. In this case Aelion shall remove the production bug within two working days.

Article 8 Honorarium

1. The Honorarium and/or the fees are expressed in euros, inclusive of VAT and other government levies, unless indicated otherwise.
2. The Honorarium and/or the fees are expressed in euros, inclusive of travel, accommodation, packaging, delivery, transportation costs and administration costs, unless indicated otherwise.
3. For contract abroad extra fee will be charged. In this case the Honorarium is excluding of travel, accommodation costs.
4. If there isn't a Honorarium and/or fee expressly agreed, the Honorarium and/or fee will determined by the actual amount of hours and the usual hourly fee of Aelion.
5. Aelion will provide a statement of all associated costs, or provide information on the basis of which these costs can be calculated by the Client, in a timely manner before the Contract is entered into.

Article 9 Amendment of honorarium

1. If Aelion agrees a fixed Honorarium and/or fee when the Contract is entered into, then Aelion is entitled to increase this Honorarium or fee, also when the Honorarium or fee is not originally specified provisionally.
2. If Aelion has the intention of amending the Honorarium and/or fee, it will inform the Client of this as soon as possible.
3. If the increase of the Honorarium or fee takes place within three months of the Contract being entered into, the Client can terminate the Contract by means of a written statement, unless:
 - the increase arises from a right of Aelion or an obligation resting upon Aelion in accordance with the law;
 - the increase is due to a rise in the price of raw materials, wages etc. or on other grounds that could not reasonably have been foreseen when the Contract was entered into;
 - Aelion is still prepared to implement the Contract on the basis of that which was originally agreed;
 - it is stipulated that the implementation will be carried out more than three months after the Contract was entered into.
4. The Client is entitled to terminate the Contract if the Honorarium or the fee are increased more than three months after the Contract was entered into, unless it is stipulated in the Contract that the implementation will be carried out more than three months after the Contract was entered into.
5. Aelion will inform the Client in the event of the intention to increase the Honorarium or the fee, stating the extent of the increase and the date upon which it will take effect.

Article 10 Implementation periods

1. The work will be carried out within a period stated by Aelion. If a period is agreed or stated for the performance of particular work, then this period is only indicative and is not to be regarded as a strict deadline.
2. If Aelion needs information or instructions from the Client that are necessary for the implementation of the Contract, then the implementation period will commence after the Client has provided these to Aelion.
3. If an implementation period is exceeded, the Client must issue Aelion with a written notice of default, whereby Aelion will be offered a reasonable period to nonetheless implement the Contract.
4. A notice of default is not necessary if the implementation has become permanently impossible, or it otherwise becomes apparent that Aelion will not meet its obligations arising from the Contract. If Aelion does not commence implementation within this period, then the Client is entitled to terminate the Contract without judicial intervention and/or seeking compensation.

Article 11 Payment

1. Payment will take place by means of transfer to a bank account specified by Aelion, unless agreed otherwise.
2. Payment can be made both in advance and afterwards. Payment afterwards must be made within 14 days of the invoice date, in a manner to be specified by Aelion and in the currency in which the invoice is issued, unless agreed otherwise.
3. The Client is not authorised to deduct any amount from the payable amount by reason of a counterclaim made by the Client.
4. Aelion is entitled to invoice the Client for work carried out in the period in question.
5. Aelion and the Client may agree that payment be made in instalments in proportion with the progress of the work. If payment in instalments is agreed, the Client must make payment in accordance with the periods and percentages as established in the Contract.
6. Objections to the level of the invoice do not have the effect of suspending the payment obligations.

7. After the expiry of a period of 14 days after the invoice date, the Client will be, without a notice of default, by operation of law in default. The Client has to bear from the moment of default on the immediately claimable amount an interest at the rate of 2% per month, unless the statutory interest rate is higher.
8. In the event of bankruptcy, suspension of payment or placement under conservatorship, the amounts owed to Aelion and the obligations of the Client towards Aelion are immediately claimable.

Article 12 Collection costs

1. If the Client is in default or in breach of the Contract in fulfilling its obligations (in a timely manner) then all reasonable costs incurred to obtain an out-of-court settlement are payable by the Client. The Client is in any event liable to pay the collection costs.
2. With regard to the extrajudicial (collection) charges, Aelion is entitled – in departure from article 6:96 paragraph 5 of the Dutch Civil Code and the Payment of Extrajudicial Collection Charges Decree – to a payment of 15% of the total outstanding principal sum, with a minimum of € 90,- for every invoice that is wholly or partly unpaid.
3. Any reasonable legal costs and execution costs incurred are also payable by the Client.

Article 13 Retention of title

1. All items supplied by Aelion within the framework of the Contract remain the property of Aelion until the Client has properly fulfilled and fully complied with that which is required of it by virtue of the Contract.
2. Payable amounts also include the reimbursement of all charges and interest, including those of earlier or later supplies and services provided, as well as compensation claims due to breach of contract.
3. For as long as the ownership of the supplied items has not been transferred to the Client, the Client may not sell on, pledge or in any other way encumber that which falls under the retention of title, except within the normal conduct of its business.

Article 14 Suspension

1. If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully or in a timely manner, then Aelion is entitled to suspend the corresponding obligation. In the event of partial or inadequate fulfilment, suspension is only permitted in so far as this is justified by the shortcoming.
2. Moreover, Aelion is entitled to suspend the fulfilment of the obligations if:
 - after the Contract is entered into, Aelion becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
 - the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
 - circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Aelion.
3. Aelion reserves the right to claim compensation.

Article 15 Termination

1. If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully, in a timely manner or properly, then Aelion is entitled to terminate the Contract with immediate effect, unless the shortcoming, in view of its limited significance, does not justify the termination.
2. Moreover, Aelion is entitled to terminate the Contract with immediate effect if:



- after the Contract is entered into, Aelion becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
 - the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
 - due to a delay on the part of the Client, Aelion can no longer be required to fulfil the Contract under the originally agreed conditions;
 - circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Aelion;
 - the Client is declared bankrupt, submits an application for a suspension of payment, requests the application of debt rescheduling for natural persons or is served with a writ of sequestration on all or part of its property;
 - the Client is placed under conservatorship;
 - the Client deceases.
3. Termination will take place by means of a written declaration, without judicial intervention.
 4. If the Contract is terminated, the Client's debts to Aelion become immediately due and payable.
 5. If Aelion terminates the Contract on the above-mentioned grounds, Aelion is not liable for any costs or compensation.
 6. If the termination is attributable to the Client, the Client is liable for the damage suffered by Aelion.

Article 16 Force majeure

1. Breaches may not be attributed to Aelion or the Client if they are not at fault, or if they are not accountable by law, juristic act, or according to the generally accepted standards. In this case the parties are also not bound to fulfil the obligations arising from the Contract.
2. In these General Terms and Conditions, the term "force majeure" is defined as – in addition to what is understood in law and jurisprudence in this regard – all external causes, foreseen or unforeseen, upon which Aelion can exercise no influence and through which Aelion is not able to fulfil its obligations.
3. Circumstances regarded as resulting in force majeure include lockouts, fire, water damage, natural disasters or other external contingencies, mobilisation, war, traffic congestion, blockades, import or export restrictions or other government measures, delay in the supply of raw materials or machinery components, as well as any circumstances through which normal business operations are impeded, as a result of which the fulfilment of the Contract by Aelion cannot be reasonably sought by the Client.

Article 17 Guarantee

1. Aelion accordingly guarantees that the work carried out by it will conform with the Contract and will be properly carried out with good workmanship and using proper materials.
2. The guarantee stated in these General Terms and Conditions applies to usage within and outside Europe.
3. If the Service provided does not conform with the Contract, Aelion will, after notification of this, provide a replacement or carry out a repair at no charge.
4. When the guarantee period has expired, all costs of repair or replacement, including administrative, shipping and call-out charges, will be borne by the Client.
5. No form of guarantee covers damage caused by incompetent use or lack of care, or as a result of alterations made by the Client or by third parties. Nor does Aelion provide any guarantee for damage arising as a result of these defects.
6. The guarantee also becomes inoperative if the defect has arisen through or is a result of circumstances beyond the control of Aelion. These circumstances include weather conditions.



Article 18 Liability

1. The implementation of the Contract is entirely at the risk and responsibility of the Client. Aelion is only liable for direct damage that has arisen through wilful recklessness or an intentional act or omission of Aelion.
2. The liability of Aelion is excluded for indirect damage, including in any event consequential damage, loss of profit, lost savings and loss due to business interruption, or immaterial damage to the Client.
3. Aelion is not liable for damage, of whatever nature, resulting from Aelion basing its actions upon inaccurate and/or incomplete information provided by the Client, unless this inaccuracy or incompleteness ought to have been known to Aelion.
4. If Aelion is liable for any damage, then the liability of Aelion is limited to a maximum amount of € 10.000, or to the amount to which the insurance taken out by Aelion gives entitlement, with the deduction of the policy excess borne by Aelion under the terms of the insurance.
5. Aelion is not liable for mutilation, destruction, theft or loss of data or documents.
6. The Client must report the damage for which Aelion can be held liable to Aelion as soon as possible, but in any event within 10 days of the damage having arisen, on penalty of the forfeiture of any right to compensation for this damage.
7. Any liability claim against Aelion lapses within one year of the Client having become aware, or possibly reasonably having become aware, of the harmful event.

Article 19 Indemnity

1. The Client indemnifies Aelion against any claims by third parties who suffer damage in connection with the implementation of the Contract which is attributable to the Client.
2. If Aelion may be sued for this reason, then the Client is bound to provide Aelion with both judicial and extrajudicial support. Furthermore, all costs and damage on the part of Aelion and third parties will be at the expense and risk of the Client.

Article 20 Limitation period

In departure from the legal limitation period, a limitation period of one year applies to all claims against Aelion and any third parties brought in by Aelion.

Article 21 Intellectual property

1. Aelion reserves the rights and powers accruing to it under the provisions of the Copyright Act and other intellectual property legislation and regulations.
2. Aelion reserves the right to utilise the knowledge acquired for the performance of the work and general information for other purposes and other work, in so far as no confidential information is hereby communicated to third parties.
3. After the Client has properly fulfilled and fully complied with that which is required of it by virtue of the Contract, the Client obtains the full and non-transferrable use of the software developed by Aelion. Aelion shall ensure that the Client obtains the full and non-transferrable use of the software.

Article 22 Privacy and cookies

1. Aelion will store the details and information that the Client provides to Aelion carefully and confidentially.
2. Aelion may only use the personal details of the Client within the framework of the implementation of its obligation to supply, or of dealing with a complaint.



3. When visiting our website Aelion can collect the information on the use of the website of the Client through cookies. The information that Aelion collects through cookies can be used for functional and analytical purposes.
4. Aelion is not permitted to lend out, hire out or sell the personal details of the Client, or to publicise them in any other manner.
5. If Aelion is obliged to provide confidential information to third parties by virtue of a legal provision or court decision, and Aelion cannot claim a legal right of immunity, or such a right recognised or permitted by the competent court in this respect, then Aelion is not liable to pay compensation or grant indemnification. The Client is also not entitled to terminate the Contract by reason of any damage arising in this way.

Article 23 Amendments to the General terms and conditions

1. Aelion has the right to unilaterally amend the General terms and conditions.
2. Amendments will also apply to already concluded Contracts.
3. Aelion will inform the Client by email of the amendments.
4. The amendments to the General terms and conditions will be in force after thirty days after the Client has been informed about the amendments.
5. If the Client does not agree with the announced amendments, the Client is entitled to terminate the Contract.

Article 24 Applicable law, disputes

1. Dutch law is exclusively applicable to all legal relationships to which Aelion is a party. This also applies if an obligation is wholly or partly fulfilled outside of the Netherlands or if the Client has its place of business outside of the Netherlands. The applicability of the Vienna Sales Convention (CISG) is excluded.
2. Disputes between Aelion and the Client will only be submitted to the competent court in the Noord-Holland district, unless the law mandatorily prescribes otherwise.

Article 25 Location

These General Terms and Conditions are filed at the Chamber of Commerce under number 62338322.