



GENERAL TERMS OF DELIVERY

of V.S.E. Vehicle Systems Engineering B.V., V.S.E. Holding B.V.
and V.S.E. Special Systems B.V., with their registered offices in Veenendaal, the Netherlands
filed with the Court Registry of the Utrecht District Court under numberon

Art. 1 Definitions

1. Unless explicitly indicated otherwise, the terms used in these general terms of delivery have the meanings given below.

VSE: V.S.E. Vehicle Systems Engineering B.V., V.S.E. Trailer Systems B.V. and/or V.S.E. Special Systems B.V., hereinafter referred to as 'VSE'.

Other Party and/or client: any natural person or legal entity or his/its representative, agent, assignee or beneficiary that has concluded or wishes to a Contract with VSE.

Contract: the Contract between VSE and the Other party to that Contract.

Art. 2 General

1. Any and all offers, Contracts and their performance are governed exclusively by these terms. Variations to and/or additions to these general terms shall only be applicable if they have been confirmed in writing by VSE. These variations and/or additions shall apply solely to the Contract for which the different clauses have been agreed.
2. These terms also apply to any and all Contracts concluded with VSE whose performance requires the involvement of third parties.
3. The applicability of general terms of delivery of the Other Party is hereby explicitly ruled out, unless VSE has declared in writing that it consents to their applicability.
4. If any provision in these general terms of delivery or part thereof is void, voided or any part thereof is void or voided or otherwise declared to be non-binding or unworkable, the validity of the other provisions shall remain unaffected. If a provision is void, voided, non-binding or unworkable, the Other Party must, at our first request, agree on a new provision with us that is as close to the original void, voided, non-binding or unworkable provision as possible in terms of its aim and purport.
5. VSE can stipulate further terms if the parties communicate or perform legal acts by email.

Art. 3 Estimates

1. All estimates issued by VSE, in whatever form, are invitations to make an offer and are always free of obligation, unless explicitly stated otherwise.
2. The Other Party guarantees the accuracy, completeness and reliability of the data and documents made available to VSE, even if they originate from third parties.
If the Other Party provides data such as designs, specifications, files (including electronic files) etc, it must guarantee their accuracy and VSE will base the offer on them.
3. Sending offers and/or other documentation shall not oblige VSE to accept an order. If VSE accepts an order, it shall notify the Other Party as soon as possible.

4. If VSE has had to incur costs to issue an offer to the Other Party, it may charge the Other Party for them.

Art. 4 Contract

1. Upon or after entering into the Contract VSE may, before delivering any performance or further performance, demand security from the Other Party for fulfilment of its payment and other obligations.
2. A Contract shall only be formed once VSE has explicitly accepted it in writing *and* the security referred to in the previous paragraph has been furnished.
3. If VSE deems it necessary or desirable in order to perform the Contract properly, it may engage third parties to perform it. In that case it shall charge the Other Party for the costs incurred in this regard.
4. The Other Party is obliged to provide all information and documents that are necessary to enable the Contract to be performed correctly. If information required to perform the Contract is not provided in a timely manner, VSE may suspend performance of the Contract and/or charge the Other Party for the additional costs arising from the delay in accordance with the customary rates.
5. If it has been agreed that the Contract is to be performed in phases, VSE may suspend the performance of those parts pertaining to the next phase of performance until the Other Party has approved the results of the preceding phase in writing. In that case, unless there is any provision to the contrary, each phase shall be regarded as a separate Contract, particularly with regard to payment, complaints and the guarantee.
6. If third parties engaged by VSE perform activities in relation to the assignment on the site of the Other Party or at a location designated by the Other Party, the Other Party shall, free of charge, provide any facilities reasonably requested by those third parties.
7. If VSE engages third parties to perform the work, VSE may ensure that any terms imposed upon it by those third parties apply fully to the Other Party.

Art. 5 Prices and additional work

1. Unless otherwise stated, prices are:
 - based on delivery ex works pursuant to Incoterms 2010;
 - exclusive of Dutch VAT, any import duties, other taxes, levies and duties;
 - exclusive of packaging costs, loading and unloading, carriage/shipment, administration and insurance;
 - stated in EURO (€); costs incurred in relation to any interim exchange rate fluctuations shall be passed on.
2. Any additional work in excess of 25% of the work agreed shall be notified in writing to the Other Party as soon as possible but in any case before such work is carried out.
The Other Party shall be deemed to have agreed to the additional work being performed and to the associated costs unless it advises VSE within one

week of receiving the aforementioned notification that it does not wish to have the additional work carried out.

Additional work cannot result in the Contract being terminated. Additional work may influence the time for completion of the activities. Payment for additional work shall be settled together with the next payment instalment, or in any case within fourteen days after the additional work has arisen.

3. In the event of an interim, unforeseen rise in cost factor(s), VSE may raise the order price accordingly, subject to any relevant statutory obligations. For work hours outside the usual working hours a tariff of 150% of the normal hourly rate will apply.
4. If the Other Party makes materials available for carrying out the activities, VSE may include them in the order price up to a maximum of 20% of the cost price chargeable for these materials in similar instances.

Art. 6 Payment

1. Unless otherwise agreed in writing, payment must be made in cash, without discount or set-off, prior to delivery.
2. Any and all payments made by the Other Party shall first be applied to settle any interest and collection costs incurred by VSE and subsequently that/those invoice amount(s) which has/have been outstanding for the longest period(s). VSE may, without being in default as a result, refuse an offer of payment if the Other Party indicates an alternative sequence for settling debts. VSE may refuse repayment of the principal if the incurred and current interest and costs are not settled along with that payment.
3. Objections to the invoice amounts shall not suspend any payment obligation.
4. VSE is entitled to impose a credit limitation surcharge of 2%. This surcharge shall not apply if payment is made within seven days of the invoice date.
5. Objections to invoices from VSE must be submitted in writing within fourteen days of the invoice date. Objections thus submitted shall not suspend the payment obligation. Invoices sent by VSE shall be deemed to be correct subject to any counter evidence to be produced by the Other Party.

Art. 7 Interest and costs

1. If payment is not made within the agreed period the Other Party shall by operation of law be in default and, from the invoice date, shall owe interest on the (still) outstanding amount. Interest shall be at the rate of 2% per month or equal to the statutory commercial interest rate pursuant to Section 6:119a of the Dutch Civil Code ("DCC") if the latter is higher. In calculating the interest, part of a month shall be considered as a full month.
2. All court and out-of-court costs shall be borne by the Other Party. Court costs shall include all actual costs of legal and procedural assistance incurred prior to and during court proceedings. The out-of-court collection costs shall be at least 15% of the amount owed by the Other Party, including the aforementioned interest, but not less than EUR 250.

Art. 8 Delivery

1. As soon as a sale Contract is concluded, the Other Party shall bear the risk of any item(s) sold. Unless otherwise agreed, delivery shall be made ex works,

from VSE's premises, in accordance with Incoterms 2010.

2. The time of delivery shall be the time at which the item(s) sold is/are ready to be transported.
3. If delivery is made on the basis of the Incoterms, the Incoterms in force when the Contract is concluded shall apply.
4. The Other Party must take delivery of the items when VSE delivers them (or has them delivered) to it, or when these items are made available to the Other Party according to the Contract.
5. If the Other Party wishes to check the delivered items (or have them checked) for any defects and/or damage, it must do so within five working days of the delivery or following notification from VSE that the items delivered are available to the Other Party.
6. VSE may make partial deliveries, for which it may send separate invoices.
7. Times of delivery shall always be approximate, unless explicitly agreed otherwise.
8. If the time of delivery has passed and the Other Party has not taken delivery of the items owing to a circumstance that is not attributable to VSE, or if the Other Party fails to provide any information or instructions required for the delivery, VSE shall store the items for the Other Party at the latter's expense and risk and hold them for Other Party which, upon payment of VSE's invoice(s) in this regard, may then take delivery of them.
9. VSE is authorised, but is not obliged, to insure the items to be delivered at the expense and risk of the Other Party.

Art. 9 Cancellation, suspension and termination

1. If after a Contract has been formed the Other Party wishes to cancel it, VSE shall only give its consent following payment of cancellation costs of 10% (but not less than EUR 100.00) of the order price (excl. Dutch VAT). This is without prejudice to VSE's right to full compensation, including any lost profit.
2. VSE is entitled and, at its discretion, is authorised to suspend the fulfilment of its obligations or to terminate the Contract if:
 - the Other Party fails to fulfil the obligations under the Contract, or fails to do so fully or in a timely manner,
 - after the Contract is concluded VSE, at its sole discretion, has good reason on the grounds of circumstances that have been brought to its attention to fear that the Other Party will not fulfil its obligations.
3. In addition, VSE is authorised to terminate the Contract (or have it terminated) in the event of circumstances such that, according to standards of reasonableness and fairness, performance of the Contract can no longer be required or in the event of any other circumstances such that unaltered maintenance of the Contract can no longer reasonably be expected.
4. If the Contract is terminated, all of VSE's claims against the Other Party shall be immediately due and payable. If VSE suspends fulfilment of obligations, VSE shall retain its statutory and contractual rights.
5. VSE shall always retain the right to claim damages. VSE's specification of them shall be agreed between the parties, subject to any counter evidence to be produced by the Other Party.
6. VSE is authorised to extend any suspension and/or termination on the grounds of this article to other

obligations under other Contracts with the Other Party and/or natural persons or legal entities affiliated with the Other Party.

Art. 10 Confidentiality and privacy

1. Both parties are obliged to maintain confidentiality with regard to all confidential information to which they become privy in relation to their Contract with each other or which they receive from any other source. The party that receives confidential information shall only use it for the purpose for which it is provided. Information shall be deemed as confidential if a party states that this is the case or if that is logical from the nature of the information.
2. If on the grounds of a statutory provision or court decision VSE is obliged to communicate or provide information to third parties designated by law or a competent court and VSE is unable in this regard to rely on a statutory privilege or a privilege recognised and allowed by a competent court, VSE shall not be obliged to pay damages or compensation and the Other Party shall not be entitled to terminate the Contract on the grounds of any resulting damage.
3. The Other Party indemnifies VSE against all claims by persons whose personal data are registered or processed in relation to a register of personal data kept by the Other Party or for which the Other Party is otherwise responsible by law, unless the Other Party proves that the facts on which any such claim is based are solely attributable to VSE.

Art. 11 Non-compete clause

1. During the term of the Contract and for one year after it ends, the Other Party shall in no way, except following proper businesslike consultations and only with the prior written consent of VSE, employ employees of VSE or companies that have been engaged in relation to the performance of this Contract or which have had any involvement with it. Nor shall the Other Party have such employees work for it in any other manner, either directly or indirectly.

Art. 12 Retention of title

1. Delivered goods shall remain the property of VSE until all contractually agreed supplies and works that have been made and carried out and/or supplies and works that have yet to be made and carried out have been paid for by the Other Party, including interest and costs.
2. If and to the extent that the Other Party has fulfilled its current obligations in relation to the delivered goods but has not (or not yet) fulfilled obligations entered into previously or subsequently under the same or a different legal relationship, VSE's retention of title shall be extended to include the delivered goods in relation to which the Other Party has fulfilled its obligations.
3. If the Other Party:
 - is declared bankrupt or insolvent, his/its estate or assets have been assigned, applies for suspension of payments, or attachment is levied on his/its property, either wholly or in part,
 - dies or is placed under a guardianship order or under administration,
 - does not fulfil an obligation incumbent upon him/it pursuant to the law or these terms,
 - fails to pay an invoice amount or part of it within the stipulated period,

- goes on strike or transfers his/its business or a major part of it, including the contribution of that business to an existing company or one that has yet to be incorporated, or alters the object(s) of his/its business,

VSE shall be entitled, purely on the grounds of the occurrence of such circumstance, either to terminate the Contract or, immediately and without issuing any warning or notice of default, demand full payment of any amount owed by the Other Party for services rendered by VSE, all of the foregoing without prejudice to VSE's right to compensation for costs, damage and interest.

4. If the Other Party acts as a reseller, he may sell and deliver to third parties all items subject to the retention of title stipulated by VSE to the extent that this is customary in the normal operation of his business.
5. If the Other Party makes a new item (or does so partly) from items delivered by VSE, the Other Party shall make that item solely for VSE and shall hold the newly made item for VSE until the Other Party has paid all amounts owed under the Contract; in that case VSE shall have all ownership rights in relation to the newly made item until the Other Party has made full payment.
6. If VSE invokes its retention of title, the Other Party shall be obliged to enable VSE to take back the delivered goods and to furnish VSE with all requisite data in relation to this. The Other Party hereby irrevocably allows and authorises VSE to enter the place where the goods are located. To the extent that is required the Other Party shall, at VSE's request, in every instance grant VSE authorisation enabling to VSE to take possession of those items and, in this regard, shall immediately take all action VSE requests it to take. All costs incurred for this shall be borne by the Other Party. VSE's specification of them shall be agreed by the parties, subject to any counter evidence to be produced by the Other Party.
7. As the occasion arises, rights shall in every instance be granted or assigned to the Other Party on condition that the Other Party makes the agreed payments in full and in a timely manner.
8. Until the Other Party has paid VSE all amounts owed, VSE may retain possession of the items, products, assets, data, documents, data files and results of VSE's services received and generated in relation to the Contract irrespective of any existing obligation to surrender them.

Art. 13 Transport and risk

1. Unless otherwise agreed, the risk in any item is passed to the Other Party once VSE, according to the Contract, has made it available to the Other Party.
2. Unless otherwise agreed, the preceding paragraph also applies if VSE installs and/or fits the delivered item at the Other Party's premises or in another place designated by the Other Party.
3. If and to the extent it is agreed that VSE shall arrange transportation, items shall be stored, loaded, transported and unloaded at the expense and risk of the Other Party, unless explicitly agreed otherwise in writing. The Other Party must take out insurance against the risks referred to.
4. The costs incurred for carrying out any specific wishes of the Other Party regarding carriage/shipment shall be borne by the Other Party.

Art. 14 Intellectual property rights

1. All intellectual property rights to the drawings, sketches, specifications, budget, estimates, reports, calculations, reports, Contracts and other documents, as well as models, designs, software, websites, data files, equipment or other materials developed or made available pursuant to the Contract or offer, as well as any preparatory material in this regard, are vested solely in VSE. The Other Party shall only acquire the rights of use that are explicitly assigned by these terms and by law.
2. To the exclusion of all other parties, VSE has the right of implementation, disclosure and reproduction. Any right of use belonging to the Other Party shall be non-exclusive and may not be assigned to third parties.
3. An intellectual property right may only be transferred in writing, and must be done so explicitly.
4. Without VSE's prior and explicit written permission, it is not permitted to implement a design belonging to VSE, even if it involves only part of design of VSE that has or has not already been implemented.
5. VSE may attach conditions to granting the permission referred to in paragraph 4. This may include payment in money.
6. If the parties have agreed that the process of implementation shall not be managed by VSE, the client must enable VSE to supervise the implementation of its design to ensure that it is carried out in accordance with VSE's intentions.
7. Separate payment shall be made for VSE's supervision activities as referred to in paragraph 6.
8. VSE has the right to implement designs repeatedly to the extent that the reasonable interests of a previous client do not militate against this, but not before VSE has discussed this with the previous client, or, if the previous client is not open to discussion, not before VSE has notified it.
9. Subject to the other provisions of these terms, the Other Party may not remedy errors in the software made available to it, even if this is necessary for the envisaged use of it based on the nature of the software. In such a case, the Other Party is obliged to enable VSE to resolve the error. Where these general terms refer to rights or obligations regarding errors, errors shall be understood to mean a failure to meet functional specifications made known in writing by VSE and, regarding the development of tailor-made software, a failure to meet the explicitly agreed specifications. An error shall only be deemed as such if it can be demonstrated and reproduced. The Other Party is obliged to notify VSE of errors immediately.

Art. 15 Liability

1. VSE is only liable to the extent that this is prescribed by (Dutch) Law.
2. VSE's liability is in any case limited to the amount that VSE's insurer would pay out in the instance in question, but will in no event exceed the total amount of the order concerned.
3. Subject to the generally applicable legal rules of public order and good faith, VSE is not obliged to pay any damages of whatever nature, either directly or indirectly, including damage through loss of profit, to movable or immovable property or to persons at the [location of the] Other Party or third parties.
4. VSE is in no event liable for damage that arises from or is caused by the use or unsuitability for such use of the delivered items other than for the purpose for

which the Other Party has bought those items and for which they are intended.

5. The Other Party indemnifies VSE against all consequences of actions or omissions that are or have been carried out under the responsibility of VSE, which actions or omissions infringe the rights of and/or cause damage to third parties or contribute to such damage to the extent that the infringements and/or damage in question are caused by circumstances that may be attributed to the Other Party or for which it bears the risk, except to the extent that the pointers for attributing them to VSE carry considerably more weight than the pointers for attributing them to the Other Party. If the Other Party provides VSE with information carriers, electronic files or software etc., the Other Party warrants that the information carriers, electronic files or software are free of viruses and defects.
6. Unless otherwise agreed, the consequences of use of the items by or under the responsibility of the Other Party shall be for its account.
7. VSE shall only be liable for defects to items delivered by VSE if the items concerned have been produced by VSE itself and those items have been directly delivered in that condition to the Other Party, but only if VSE is demonstrably to blame for those defects. If one or more items delivered by VSE are defective, VSE's liability shall never exceed the extent to which VSE is able to hold the supplier liable for the items in question.
8. VSE is not liable for damage of whatever nature arising from VSE's use of inaccurate and/or incomplete data issued by the Other Party unless VSE ought to have been aware that that data was inaccurate or incomplete.
9. VSE is not liable for damage arising from the failure to deliver items or deliver them on time for refurbishments or repairs if such failure is the result of circumstances in which VSE cannot reasonably be expected to fulfil its obligations.
10. The Other Party indemnifies VSE against all third-party claims based on product liability as a result of a defect in a product or system which the Other Party has delivered to a third party and which partly consisted of equipment, software or other materials delivered by VSE, except if and to the extent that the Other Party proves that the damage was caused by that equipment, software or other materials. In addition, the Other Party indemnifies VSE against all claims regarding product liability arising from a defect in an item delivered to the United States of America or Canada. The same applies if the defect occurs in the United States of America or Canada.
11. The provisions of this article also apply in favour of all natural persons and legal entities whose services VSE avails itself of for the performance of the Contract.

Art. 16 Force majeure

1. "Force majeure" is defined as follows:
any circumstance independent of and/or unforeseen by the parties whereby performance of the Contract can no longer reasonably be required by the Other Party, including strikes in VSE's company.
2. If either party is of the opinion that it is or will be in a situation of force majeure, it must immediately notify the Other Party of this.
3. If in VSE's opinion the situation of force majeure is or will be of a temporary nature, VSE shall be entitled to

suspend performance of the Contract until the circumstance causing the force majeure no longer applies. At that point the delivery time shall be extended by a period equal to the duration of the circumstance that caused the force majeure without VSE being obliged to pay any damages.

4. If VSE suspends performance of the Contract because of a temporary situation of force majeure, the Other Party shall not be entitled to request termination of the Contract or to consider the Contract as terminated, suspend delivery of performance, or subsequently refuse performance by VSE or refuse to make payment to VSE.
5. If in VSE's opinion the situation of force majeure is permanent, the parties may make an arrangement regarding termination of the Contract and the consequences thereof. In that case, unless otherwise agreed, the parties shall not be entitled to compensation for any damage suffered or yet to be suffered.
6. VSE is also entitled to invoke force majeure if the circumstance that prevents it from performing (or performing any further) occurs after VSE should have fulfilled its obligation.
7. VSE is entitled to claim payment for any performance pursuant to the Contract that has already delivered. In that case, payment shall be made *pro rata* without the parties owing each other anything else.

Art. 17 Complaints

1. VSE shall only process complaints regarding visible defects, or invoices, if VSE receives them in writing directly within eight days of delivery of the performance in question and/or the invoice date, together with an accurate description of the nature of and grounds for the complaints. VSE shall only process complaints regarding non-visible defects if VSE receives them directly within three weeks of their being discovered, but no later than within 12 months of delivery of the performance in question, together with a description of the nature of and grounds for the complaints.
2. Following the end of this/these periods, the Other Party shall be deemed to have approved the delivered items or the invoice. VSE shall not process any complaints after that.
3. If VSE considers a complaint to be valid, VSE is obliged solely to deliver the agreed performance.
4. If and to the extent that VSE considers a complaint to be valid, the Other Party's payment obligation shall not be suspended.
5. If pursuant to this article a complaint is made in a timely manner, the Other Party shall still be obliged to take delivery of and pay for all items purchased. The Other Party may only return items if it has obtained prior written permission to do so.

Art. 18 Guarantee

1. If and to the extent that a guarantee is issued by the manufacturer, VSE shall assign the claim to the factory guarantee under the corresponding terms to the Other Party once VSE has received full payment of the purchase amount.
2. VSE guarantees the soundness of the activities and services performed by it as well as the quality of the items delivered and materials used by VSE to the extent that they are not covered by the factory guarantee. Defects to the items delivered by VSE that demonstrably come about within 12 months of their

delivery shall, at VSE's discretion, within a reasonable period following VSE's receipt of them or, if those items cannot reasonably be returned, within 12 months of VSE's receipt of written notification from the Other Party regarding the defect, be replaced or remedied. If they are replaced, the Other Party undertakes at this juncture to return the replaced item to VSE and grant VSE ownership of it.

3. The guarantee also applies if the items to be delivered are intended to be used abroad and, at the time the Contract is entered into, the Other Party has explicitly notified VSE of this in writing.
4. This guarantee shall cease to have effect if the Other Party itself makes alterations or carries out repairs to the delivered item(s), or the delivered item(s) is/are not put to normal daily use or the item(s) has/have been treated or maintained in an inexpert manner.
5. This guarantee obligation shall not exist or, in any case, shall cease to have effect if the Other Party or a natural person or legal entity affiliated to it fails to perform any obligation towards VSE, irrespective of whether this relates to the Contract in question or any other legal relationship. The Other Party shall not be entitled to refuse payment on the grounds that VSE has not yet fulfilled its guarantee obligation or has not done so fully.
6. If VSE does not or cannot fulfil its guarantee obligation, its liability shall, subject to these terms, be limited to the costs of repair or replacement by third parties up to a maximum of the invoice amount relating to the item in question (or part of it), but not before the Other Party has notified VSE in writing that it is in default and has given VSE a reasonable period to fulfil its guarantee obligation after all.
7. Any claim for payment or remedy shall lapse if the claim is not notified in writing to VSE by the day on which the guarantee obligation ceases to have effect.

Art. 19 Applicable law

1. Dutch law only is applicable to all offers and Contracts of VSE, as well as their performance. The Vienna Sales Convention is explicitly excluded.

Other international regulations that may be applicable to the Contract are also explicitly excluded, to the extent that this is permitted under the regulations in question.

Art. 20 Disputes

1. All disputes of either a factual or legal nature, including those which are deemed as such by just one party, which arise from or are connected with a Contract to which these terms apply or the relevant terms themselves and their interpretation or implementation, shall be settled by the competent civil court within whose jurisdiction VSE's place of business is located.
2. The parties shall only submit a dispute for litigation after having made every attempt to settle it by mutual consultation.
3. VSE is nevertheless entitled to have a dispute settled by arbitration or mediation, in which case VSE shall notify the Other Party in writing.
4. If the dispute is settled by arbitration, three arbiters shall adjudicate it in all fairness. Each party shall appoint one arbiter, while the third arbiter shall be appointed by the two thus appointed arbiters. The costs incurred by the arbiters and their fees shall be paid for by the parties as determined by the arbiters.

5. If the parties opt to submit a dispute for mediation, they shall appoint a mediator by mutual consultation, who shall mediate the dispute between the parties. The opinion resulting from such procedure shall not be binding upon the parties. Participation in mediation shall be voluntary. The costs of mediation shall be borne by the parties themselves.

Art. 21 Alteration to and interpretation of these terms

1. When interpreting the content and purport of these general terms, the Dutch text shall always prevail
2. The most recently filed version of these terms, or the version of the terms that applied when the Contract was formed, shall always apply.

Development of software

If VSE develops software on the instructions of the Other Party, the provisions set out in this section entitled 'Development of software' shall apply in addition to the General Provisions of these general terms. The rights and obligations referred to in this section relate solely to computer software which is in a form that is readable by a data processing machine and is documented in material that is readable by such a machine, as well as to the corresponding documentation.

Art. 22 Development of software

1. The parties shall specify in writing the software that is to be developed and the manner in which this is to be done. VSE shall develop the software with care based on the data to be provided by the Other Party. The Other Party warrants the accuracy, completeness and consistency of this data.
2. VSE is entitled but not obliged to examine the accuracy, completeness or consistency of the data or specifications made available to it and, if it observes any shortcomings, to suspend the agreed activities until the Other Party has removed such shortcomings.
3. Without prejudice to the provisions of Article 14, the Other Party shall acquire the right to use software in its company or organisation. If and to the extent that this is explicitly agreed in writing, the source code of the software and the technical documentation produced when developing the software may be made available to the Other Party, which shall then be entitled to make alterations to this software.

Art. 23 Delivery, installation and acceptance

1. VSE shall deliver and install the software to be developed to the Other Party in conformity with the written specifications, on the understanding that the software is installed by VSE only if it has been agreed in writing.
2. If an acceptance test has been agreed in writing, the test period shall be fourteen days following delivery or following the completion of the installation if it is has been agreed in writing that VSE shall install the software. During the test period the Other Party may not use the software for productive or operational purposes.
3. The software shall be deemed to have been accepted between the parties:
 - a. if the parties have not agreed upon an acceptance test: upon delivery or, if they have agreed in writing that VSE shall install the software, following completion of the installation, or
 - b. if the parties have in writing agreed upon an acceptance test : on the first day following the end of the test period, or

c. if we receive a test report as referred to in paragraph 6 before the end of the test period: when the errors listed in the test report have been remedied, without prejudice to the presence of imperfections, which according to paragraph 7 do not impede acceptance.

4. In derogation from the foregoing, if the Other Party has made any use of the software for productive or operational purposes before it has been accepted, it shall be deemed to have been fully accepted as of the start of any such use.
5. If it transpires during the performance of the agreed acceptance test that the software contains errors that impede the progress of the acceptance test, the Other Party shall inform VSE of this in writing and in detail, in which case the test period shall be interrupted until the software has been altered to such a degree that no impediment exists anymore.
6. If it transpires during the performance of the agreed acceptance test that the software contains errors within the meaning of Article 14(9), the Other Party shall inform VSE of such errors by the final day of the test period at the latest by means of a written and detailed test report.
VSE shall use its best endeavours to remedy the reported errors within a reasonable period whereby it is entitled to install temporary solutions and/or workarounds or problem-avoiding restrictions in the software.
7. Acceptance of the software may not be refused on grounds other than those relating to the specifications expressly agreed between the parties nor on the grounds of the existence of minor errors, i.e. errors that do not in all reasonableness impede the operational or productive use of the software, without prejudice to the obligation of VSE to remedy such minor errors within the context of the guarantee scheme of Article 26, where applicable.
8. If the software is delivered and tested in phases and/or component by component, the non-acceptance of a certain phase and/or component does not affect the acceptance of a previous phase and/or different component.

Use and Maintenance of software

The provisions in this chapter 'Use and Maintenance of software' apply, in addition to the General Provisions of these general terms, to all software that VSE makes available. The rights and obligations referred to in this chapter refer solely to computer software in a form readable by a data-processing machine and recorded on material readable by such a machine, as well as the ancillary documentation, all of this including any new versions to be provided by VSE.

Art. 24 Right of use

1. Notwithstanding the provisions in Article 14, VSE grants the Other Party the non-exclusive right to use the software. The Other Party shall at all times strictly observe the restrictions of use agreed between the parties. Without prejudice to the other conditions in these general terms, the right of use shall solely comprise the right to load and run the software.
2. The Other Party may solely use the software in its own business or organisation on one processing unit and for a certain number or type of users or connections for which the right of use has been granted. In the absence of specific arrangements between the parties in that regard, the processing unit

of the Other Party on which the software is used for the first time and the number of connections for which the right of use is granted shall apply. In the event of a breakdown of the aforesaid processing unit, the software may be used on a different processing unit for the duration of the breakdown. The right of use may relate to several processing units where this is explicitly clear from the agreement.

3. The right of use may not be transferred. The Other Party may not sell the software and the carriers on which it is recorded, rent them out, sublicense them, alienate them or encumber them with restricted rights or make them available in any way or for whatever purpose to a third party, not even if that third party will use the software solely on behalf of the Other Party. The Other Party shall make no alterations to the software other than to remedy errors, and shall not use it to process data on behalf of third parties ('timesharing'). The source code of the software and the development of technical documentation ensuing from the development of software shall not be made available to the Other Party.
4. Immediately after the right of use of the software ends, the Other Party shall return all the copies of the software it holds in its possession to VSE. If the parties have agreed that the Other Party shall destroy the copies at issue at the end of the right of use, the Other Party shall inform VSE without delay and in writing of such destruction.

Art. 25 Delivery, installation and acceptance

1. VSE shall deliver the software to the Other Party on the agreed type and format of information carrier and, if it has been agreed in writing that VSE shall install the software, install the software at the Other Party.
2. If the parties have agreed on an acceptance test in writing, the provisions of Article 23(3) to (8) apply mutatis mutandis.
3. If the parties have not agreed on an acceptance test, the Other Party accepts the software 'as is' at the time of delivery without prejudice to the obligations of VSE under the guarantee in Article 26.

Art. 26 Guarantee

1. During a period of three months following delivery or, if the parties have agreed on an acceptance test, three months following acceptance, VSE will use its best endeavours to remedy any errors in the software within the meaning of Article 14(9) if they have been reported to VSE in writing and in detail within that period. VSE does not guarantee that the software will run without interruptions or errors or that all errors will be corrected. Errors shall be remedied free of charge, unless the software was developed on the instructions of the Other Party other than for a fixed fee, in which case VSE shall charge its usual rates and costs of repair. VSE shall charge its usual rates and costs of repair in the event of user errors or inexpert use by the Other Party or if the cause of the error cannot be attributed to VSE if the errors could have been detected during the performance of the agreed acceptance test. Repairing or recovering mutilated or lost data is not covered by the guarantee. The guarantee obligation lapses if the Other Party makes alterations to the software or has alterations made without VSE's written consent.
2. VSE shall remedy the errors at a location of its choice. VSE may install temporary solutions and/or

software workarounds or problem-avoiding restrictions in the software.

3. Following the guarantee period referred to in paragraph 1, VSE is under no obligation to remedy any errors unless the parties have concluded a maintenance agreement that covers this.

Art. 27 Maintenance

1. If a maintenance agreement has been concluded for the software or if the usage fee of the software includes maintenance, the Other Party shall notify VSE in detail of any errors detected in the software in accordance with the customary procedures of VSE. After it is notified, VSE shall use its best endeavours to remedy the errors within the meaning of Article 14(9) and/or make corrections in later, newer versions of the software. VSE shall make the results available to the Other Party depending on the urgency in the manner and at the time to be determined by VSE. VSE may install temporary solutions and/or software workarounds or problem-avoiding restrictions in the software.
2. VSE does not guarantee that the software will run without interruption or errors or that all errors will be remedied.
3. VSE may charge its usual rates and costs of repair in the event of user errors or inexpert use by the Other Party or if the cause of the error cannot be attributed to VSE or if the software has been changed by others than VSE. Repairing or recovering mutilated or lost data is not covered by maintenance.
4. If a maintenance agreement has been concluded, VSE shall make available improved versions of the software as and when they become available. Three months after it has made available an improved version, VSE is no longer obliged to remedy any errors in the old version and grant support in regard of that old version. VSE may require the Other Party to enter into a new agreement with VSE and to pay a new fee for making available a version with new options and functions.
5. If the Other Party has not entered into a maintenance agreement with VSE upon concluding the agreement to make the software available, the Other Party cannot oblige VSE to enter into a maintenance agreement at a later time.

Art. 28 Software of the supplier

1. If and in as far as VSE makes software of third parties available to the Other Party, the terms of those third parties shall apply instead of these terms, provided VSE has notified the Other Party of this in writing. The Other Party accepts the aforesaid terms of third parties. These terms shall be available for inspection by the Other Party at VSE and at the Other Party's request VSE shall send it a copy thereof.
2. If and in as far as the aforesaid terms of third parties are deemed not to apply or are declared inapplicable between the parties for whatever reason, the provisions of these terms shall apply.