# GENERAL TERMS AND CONDITIONS Ren-IT B.V.

## GENERAL

The general provisions in Articles 1 through 13 apply to all offers and agreements of Ren-IT B.V.

## 1. Applicability.

1.1. These general terms and conditions apply to all offers and agreements whereby Ren-IT B.V. supplies goods and/or services of any nature to client, even if these goods and/or services are not (further) described in these terms. 1.2. Deviations from these terms apply only to the extent expressly agreed in writing by the parties. 1.3. Any purchase or other terms of the client do not apply, unless expressly accepted in writing by Ren-IT B.V.

## 2. Quotes and/or offers.

2.1. All quotes and/or offers are non-binding, unless explicitly stated as irrevocable and, unless explicitly stated otherwise, have a validity period of 30 days from the date of the quote and/or offer.

## 3. Formation.

3.1. The agreement is only formed by written acceptance by Ren-IT B.V. or by execution of the agreement. 3.2. If Ren-IT B.V. sends an order confirmation to the client, the content of the order confirmation is considered complete and correct, unless the client objects to the order confirmation within 5 working days.

## 4. Price and payment.

4.1. All prices are exclusive of value added tax (VAT) and other government-imposed levies. 4.2. Prices made known by Ren-IT B.V. in catalogs, price lists, or otherwise are not binding on Ren-IT B.V. After formation of the agreement, Ren-IT B.V. is entitled to increase the agreed prices in case of, among other things, interim increases and/or surcharges on freight, customs tariffs, goods and/or raw material prices, taxes, wages or social charges, depreciation of the Euro and/or appreciation of foreign currencies, and all government measures that have a price-increasing effect. 4.3. If the aforementioned price increases regarding an item total more than 5% of the agreed price excluding VAT, the client will be entitled to cancel the agreement, provided they immediately notify Ren-IT B.V. in writing upon becoming aware of this. In case of cancellation, the client has no right to compensation. 4.4. Any price reductions passed on by Ren-IT B.V.'s suppliers after the formation of an agreement between Ren-IT B.V. and client may under circumstances only lead to a reduction of the agreed prices if and to the extent that Ren-IT B.V. is able to purchase at the reduced prices and does not deliver from stock. Ren-IT B.V. can never be obligated to reduce prices. 4.5. All invoices shall be paid by the client in accordance with the payment terms stated on the invoice. In the absence of specific conditions, the client shall pay within 15 days of the invoice date. Payment shall be made without set-off or suspension on any grounds whatsoever, except to the extent that a counterclaim that can be set off or a ground for suspension has been established by judicial or arbitral decision. 4.6. If the client fails to pay the amounts due within the agreed period, and remains in default of paying the claim, the client will be in default immediately without any notice of default being required, and the claim may be handed over for collection, in which case the client, in addition to the total amount then due, will also be obliged to pay full compensation for extrajudicial and judicial collection costs, including attorney's fees, the amount of which is set at a minimum of 15% of the total amount. 4.7. If circumstances in the opinion of Ren-IT B.V. give cause for it, Ren-IT B.V. may demand further security, failing which it may suspend the execution of the agreement. 4.8. If the client fails to pay the amounts due within the agreed period, the client, without any notice of default being required, will owe statutory interest on the outstanding amount. 4.9. Ren-IT B.V. may terminate the agreement in whole or in part with immediate effect by written notice without notice of default and without judicial intervention if the client is granted provisional or final suspension of payment, if bankruptcy of the client is filed for, or if its business is liquidated or terminated, as well as when the client fails to fulfill its obligations arising from the agreement. Ren-IT B.V. shall never be liable for any compensation due to this termination. 4.10. For reactivation, if possible, of a domain name and hosting after suspension, dissolution, termination or any form of (temporary) termination, Ren-IT B.V. may charge costs that must be paid in full before reactivation will take place. 4.11. Ren-IT B.V. has the right, if article 4.9. applies, to immediately terminate domain

names managed for the client, take them under its own management, or sell them to third parties without any further notice or obligation to the client. Ren-IT B.V. shall never be liable for any compensation and the client is responsible for all consequences flowing from this.

## 5. Confidential information.

5.1. Each party shall take all reasonably necessary precautions to keep confidential the information of a confidential nature received from the other party.

## 6. Retention of title.

All items delivered to the client remain the property of Ren-IT B.V. until all amounts owed by the client for the items or services delivered or to be delivered under the agreement, as well as the amounts referred to in art. 4.6. have been paid in full to Ren-IT B.V. Also regarding items delivered directly to the client by third parties on behalf of Ren-IT B.V., the client shall hold these for Ren-IT B.V. as owner until the client has fulfilled its obligations as described in the previous sentence. Rights are always granted to the client or, where applicable, transferred under the condition that the client pays the agreed fees in a timely and complete manner.

## 7. Rights of Ren-IT B.V. and client.

7.1. The copyright and all other intellectual or industrial property rights on all software, hardware or other materials (such as: analyses, designs, documentation, reports, offers, etc.) that are delivered by Ren-IT B.V. to the client or made available in any way, rest exclusively with Ren-IT B.V. or its licensors, and the client only acquires the rights of use that are expressly granted in these terms, all unless otherwise expressly agreed in a written document signed by Ren-IT B.V. and the client. 7.2. The client is aware that the delivered software and other materials contain confidential information and trade secrets of Ren-IT B.V., and the client undertakes to keep this software and materials confidential and not to disclose them to any third party or to give them for use. 7.3. The client is not permitted to remove or change any indication of copyrights, trademarks, trade names or other intellectual or industrial property rights from the software, hardware or materials, including indications regarding the confidential nature and secrecy of the software. 7.4. Ren-IT B.V. is permitted to take technical measures to protect the software. 7.5. Ren-IT B.V. will indemnify the client against all actions based on the claim that software developed by Ren-IT B.V. itself infringes a copyright valid in the Netherlands. Ren-IT B.V. will pay the costs and damages finally determined by a court judgment not subject to appeal, provided that the client immediately informs Ren-IT B.V. in writing and leaves the handling of the case exclusively to Ren-IT B.V. and provides all cooperation in this regard. The provisions of article 11 remain fully applicable. If an action has been brought or if the possibility thereof exists, Ren-IT B.V. may replace or modify the software as Ren-IT B.V. deems appropriate.

## 8. Cooperation with client.

8.1. Due to the need for the client to cooperate in the execution of the agreement, the client shall always provide Ren-IT B.V. in a timely manner with all useful and necessary data or information. 8.2. Ren-IT B.V. shall always inform the client in a timely manner of the need for all useful and necessary data or information and of the specifications of the hardware, materials or data on information carriers. 8.3. The client is responsible for the use and correct application in its organization of the hardware, software and of the services to be provided by Ren-IT B.V., as well as for the administration and calculation methods to be applied and for the security of data. 8.4. If it has been agreed that the client will make hardware, materials or data on information carriers available, these will meet the specifications necessary for carrying out the work. 8.5. If data necessary for the execution of the agreement is not, not timely or not in accordance with the agreements made available to Ren-IT B.V., or if the client fails to meet its obligations in other ways, Ren-IT B.V. has the right to suspend the execution of the agreement and Ren-IT B.V. has the right to charge extra costs according to Ren-IT B.V.'s usual rates.

## 9. Delivery terms.

All delivery terms mentioned by Ren-IT B.V. have been determined to the best of its knowledge on the basis of the information known to Ren-IT B.V. when entering into the agreement and they will be observed as much as possible. Ren-IT B.V. is not bound by delivery terms that cannot be met due to circumstances that have occurred after entering into the agreement. If any term is in danger of being exceeded, Ren-IT B.V. and the client shall consult as soon as possible. The client has the right, after the expiry of the delivery terms, to give Ren-IT B.V. written notice to deliver

within 30 days. If this term is exceeded, the client has the right to declare the agreement terminated, whereby Ren-IT B.V. can never be held liable for any compensation and furthermore with due observance of the provisions in articles 10 and 11.

## 10. Termination.

10.1. The agreement can, unless the parties agree otherwise, only be terminated by dissolution and only if the other party, after proper written notice of default, culpably fails to fulfill essential obligations under the agreement. The dissolution must be done by registered letter to the other party; judicial intervention is not required. 10.2. If the client had already received services for the execution of the agreement at the time of the dissolution, they can only partially dissolve the agreement and exclusively for that part that has not yet been executed by Ren-IT B.V. Amounts that Ren-IT B.V. has invoiced before the dissolution in connection with what it has already performed or delivered in execution of the agreement, remain due and become immediately payable at the moment of dissolution. 10.3. In deviation from the provisions in article 10.1, a party may terminate the agreement in whole or in part with immediate effect without judicial intervention by means of a written notice to the other party, if the other party is declared bankrupt, if it is otherwise unable to meet its payment obligations or if its business is liquidated or terminated, other than for the purpose of reconstruction or merger of businesses. Ren-IT B.V. shall never be liable for any compensation due to this dissolution.

## 11. Liability of Ren-IT B.V.; indemnification.

11.1. Ren-IT B.V. accepts legal obligations to pay compensation to the extent that appears from this article 11. 11.2. In case of an attributable failure to fulfill the agreement, Ren-IT B.V. is only liable for replacement compensation, i.e., compensation for the value of the performance that has not been delivered. Any liability of Ren-IT B.V. for any other form of damage is excluded, including additional compensation in whatever form, compensation for indirect damage or consequential damage or damage for lost profit. Ren-IT B.V. is furthermore in no case liable for delay damage, damage due to loss of data, damage due to exceeding delivery terms, damage as a result of changed circumstances, damage as a result of providing defective cooperation, information or materials by the client and damage due to information or advice given by Ren-IT B.V., the content of which is not explicitly part of a written agreement. 11.3. The compensation to be paid by Ren-IT B.V. for attributable failure to fulfill an agreement will in no case exceed 50% (fifty percent) of the amounts invoiced and to be invoiced by Ren-IT B.V. to the client under that agreement (excluding VAT). If and insofar as the agreement is a continuing performance contract, such as a maintenance contract, the compensation for attributable failure will in no case exceed the price (excluding VAT) stipulated in the relevant agreement for Ren-IT B.V.'s performances in the period of three months preceding Ren-IT B.V.'s default. The amounts and prices referred to in this article 11.3. are reduced by credits negotiated by the client and granted by Ren-IT B.V. 11.4. In case of an unlawful act by Ren-IT B.V. or by its employees or subordinates for which Ren-IT B.V. can be held legally liable, Ren-IT B.V. is only liable for compensation of damage insofar as the professional/business liability insurance taken out by Ren-IT B.V. gives entitlement to a payout. In these cases, the compensation will in no case exceed € 1,135,000 (one million one hundred and thirty-five thousand Euro) per damage-causing event, whereby a series of related events counts as one event. A copy of the professional/business liability insurance taken out by Ren-IT B.V. will be provided upon request. 11.5. Liability of Ren-IT B.V. for damage due to unlawful act other than referred to in article 11.4. is expressly excluded. If and insofar as this cannot be invoked, the compensation per event - whereby a series of related events counts as one event - will in no case exceed the price (excluding VAT) stipulated in the agreement between the parties in the context of which the event occurred or, in the absence thereof, the agreement that is in force between the parties at the time of occurrence of the damage, but never more than € 1,135,000 (one million one hundred and thirty-five thousand Euro). 11.6. A condition for the existence of any right to compensation is always that the client reports the damage in writing to Ren-IT B.V. as soon as reasonably possible after its occurrence. 11.7. The client indemnifies Ren-IT B.V. against all damage that Ren-IT B.V. might suffer as a result of third-party claims related to goods or services delivered by Ren-IT B.V., including: - claims from third parties, including employees of the client, who suffer damage as a result of unlawful acts of employees of Ren-IT B.V. who have been made available to the client and work under their supervision or on their instructions; - claims from third parties, including employees of Ren-IT B.V., who suffer damage in connection with the execution of the agreement as a result of acts or omissions of the client or of unsafe situations in their company; - claims from third parties who suffer damage as a result of a defect in products or services delivered by Ren-IT B.V. that were used, modified or resold by the client with the addition of or in connection with the client's own products, software or services, unless the client proves that the defect is not the result of use, modification or resale as referred to above.

## 12. Force majeure.

None of the parties is obliged to fulfill any obligation if they are prevented from doing so as a result of a circumstance that is not due to their fault, nor by law, legal act or generally accepted practices for their account. The following circumstances are deemed not to be for the account of Ren-IT B.V.: strikes, traffic, transport or business disruptions, riots, war conditions, default of suppliers of Ren-IT B.V.

## 13. Applicable law and disputes.

13.1. The agreements between Ren-IT B.V. and the client are governed by Dutch law. 13.2. All disputes that may arise between Ren-IT B.V. and the client as a result of the agreement concluded by Ren-IT B.V. with the client or as a result of further agreements that may result from it, will in the first instance be submitted to the competent court in the District of the place of establishment of Ren-IT B.V., unless Ren-IT B.V. prefers the competent court in the District of the client's place of establishment. In case of absolute jurisdiction (competence) of the subdistrict court, the relatively competent subdistrict court is designated by law.

Computer service. The following provisions are also applicable if Ren-IT B.V. provides services in the field of computer service (service bureau), which is understood to mean the processing of data using equipment of Ren-IT B.V.

## 14. Duration.

14.1. If the agreement relates to periodically or otherwise regularly providing computer service, the agreement is entered into for a period of one year, unless another period has been expressly agreed. 14.2. The duration is each time tacitly extended for the original period, unless the client or Ren-IT B.V. terminates the agreement in writing with observance of a notice period of three months before the end of the relevant period.

## 15. Execution of the work.

15.1. Ren-IT B.V. will perform the computer service with care in accordance with the agreements laid down in writing with the client. 15.2. Unless otherwise agreed, the client will bring the data to be processed to and collect the results of the processing from the place where Ren-IT B.V. performs the computer service. Shipping and transport are at the expense and risk of the client, even if they are carried out or arranged by Ren-IT B.V. 15.3. All equipment, software and other materials used by Ren-IT B.V. in the computer service remain the property of Ren-IT B.V., even if the client pays a fee for the development or purchase thereof by Ren-IT B.V. Ren-IT B.V. may retain the items and data received from the client and the results of the processing until the client has paid all amounts due. 15.4. Ren-IT B.V. may make changes to the scope or content of the computer service to be performed. If such changes result in a change in the procedures applicable to the client, Ren-IT B.V. will inform the client of this as early as possible and the costs of the change will be borne by the client. In such a case, the client may terminate the agreement by means of a written notification to Ren-IT B.V. against the date on which the change takes effect.

## 16. Telecommunications.

16.1. If telecommunications facilities are used in computer service, the client is responsible for the correct choice and timely availability thereof. Ren-IT B.V. is not liable for corruption or loss of data or processing results during the transmission of data using telecommunications facilities. 16.2. When processing data using telecommunications facilities, Ren-IT B.V. will assign access codes to the client. Ren-IT B.V. will handle these codes with care, but it is not liable for misuse thereof.

## 17. Guarantee.

The client will check the results of computer service upon receipt in order to limit the consequences of any defects. If there are defects in the results of the processing in computer service, Ren-IT B.V. will repeat the computer service in order to repair the defects to the best of its ability, provided such defects have been reported to Ren-IT B.V. in writing as soon as possible but no later than within one week after receipt of the results. The repetition will be carried out free of charge, unless the defects are the result of errors by the client, such as providing incorrect or incomplete data, in which case Ren-IT B.V. may charge the extra costs. Any travel expenses may be charged to the client.

Service provision. The following provisions are also applicable if Ren-IT B.V. provides services such as organization and automation advice, feasibility studies, consultancy, equipment selection, systems analysis, information and automation planning, systems management, facility management and interim management, assistance in the development of software, and training.

## 18. Execution.

18.1. Ren-IT B.V. will perform the service with care, where applicable in accordance with the agreements and procedures laid down in writing with the client. 18.2. If it has been agreed that the service will take place in phases, Ren-IT B.V. may postpone the start of the services that belong to a subsequent phase until the client has approved the results of the preceding phase in writing. 18.3. If Ren-IT B.V. engages third parties in the context of the service, such as hardware suppliers, Ren-IT B.V. can never be held liable for any damage resulting from the incorrectness and/or incompleteness of advice provided by these third parties. This applies exclusively insofar as Ren-IT B.V. has indicated in its advice that and on which subjects advice has been obtained from third parties.

## 19. Change and additional work.

19.1. The client accepts that, if the parties agree that the services to be delivered will be expanded or modified, this may affect the time of completion of the service. Ren-IT B.V. will inform the client of this as soon as possible. 19.2. If a fixed price has been agreed for the service, Ren-IT B.V. will inform the client in advance if an expansion or modification as referred to above will affect the agreed price. Development of software. The following provisions are also applicable if Ren-IT B.V. develops software on behalf of the client. The term software is understood to mean the computer programs recorded on computer-readable material and the accompanying documentation.

## 20. Development of software.

20.1. The parties will specify in writing which software will be developed and how this will be done. Ren-IT B.V. will carry out the software development with care on the basis of data to be provided by the client, for the correctness and completeness of which the client vouches. 20.2. If it has been agreed that the software development will take place in phases, Ren-IT B.V. may postpone the start of the work that belongs to a next phase until the client has approved the results of the preceding phase in writing. 20.3. Without prejudice to the provisions in article 7.1., the client acquires, with respect to software entirely developed on its behalf and for its benefit, the non-exclusive right to unlimited use of the software in its own business. The parties may agree otherwise in writing. Only if this has been expressly agreed in writing, will the source code of this software be made available to the client and is the client entitled to make changes to this software.

## 21. Changes and additional work.

21.1. The client accepts that, if the parties agree that the work to be delivered will be expanded or modified, this may affect the time of completion of the work. Ren-IT B.V. will inform the client of this as soon as possible. 21.2. If a fixed price has been agreed for the work, Ren-IT B.V. will inform the client in advance if an expansion or modification as referred to above will affect the agreed price.

## 22. Delivery and acceptance.

22.1. Ren-IT B.V. will deliver the software to be developed to the client in accordance with the specifications laid down in writing. The delivery is completed after the software has been made available to the client or, if so agreed, after installation of the software at the client. 22.2. The software is deemed to have been accepted after delivery. If an acceptance test has been agreed in writing between the parties, the software is deemed to have been accepted after acceptance by the client, or 14 (fourteen) days after delivery, if the client has not informed Ren-IT B.V. in writing of the defects in accordance with the provisions of article 22.5, or after the repair of the reported defects. 22.3. If a written agreement between the parties provides for acceptance of the software by the client, the client has the right to test the software for 14 (fourteen) days after delivery, unless another term is mentioned in that agreement. 22.4. If during the performance of the acceptance test it appears that defects in the software impede the progress of the acceptance test, the client will inform Ren-IT B.V. of this in writing and in detail, in which case the test period of 14 (fourteen) days will be interrupted until the software essentially functions in accordance with the specifications laid down in writing. 22.5. If during the performance of the acceptance test it appears that the software has defects that cause it not to comply with the specifications laid down in writing, the client will inform Ren-IT B.V. immediately after the end of the

test period in a written and detailed acceptance report about the defects and give Ren-IT B.V. the opportunity to repair them within a reasonable period. The repair is done free of charge if the software has been developed for a fixed price. The software is deemed to have been accepted by the client if it essentially functions in accordance with the specifications laid down in writing.

## 23. Guarantee.

For a period of three months after acceptance, Ren-IT B.V. will to the best of its ability repair any defects if the software does not meet the specifications laid down in writing. Ren-IT B.V. does not guarantee that the software will work without interruption or defects or that all defects will be fixed. Such repair will be carried out free of charge, unless there are user errors by the client or other causes not attributable to Ren-IT B.V. or if the defects could have been established during the performance of the acceptance test. Recovery of any lost data is not covered by the guarantee. Any travel expenses may be charged to the client. The guarantee does not apply if the software has been modified by parties other than Ren-IT B.V.

Rights of use of software. The following provisions are, unless otherwise agreed in writing, also applicable to all software delivered by Ren-IT B.V. to the client. The term software is understood to mean the computer programs recorded on computer-readable material and the accompanying documentation, all including any new versions to be provided.

## 24. Right of use.

24.1. Ren-IT B.V. grants the client only the non-exclusive right to use the software. 24.2. The software may be used by the client exclusively in its own business on the processing unit for which the right of use has been granted. In the absence of an agreement on this matter, the processing unit of the client on which the software was first used counts as the processing unit for which the right of use has been granted. In case of malfunction, the software may temporarily be used on another processing unit. 24.3. Unless Ren-IT B.V. sets deviating provisions, the client is permitted for security purposes to make a maximum of two copies of the software. The copies will not be used by the client, but will only be used to replace the unusable original material. 24.4. The right of use is not transferable to third parties without written permission from Ren-IT B.V. The client is not allowed to sell, rent, alienate or transfer the software as security, or to make it available to third parties in any way. The client will not modify the software, will not give it to third parties for use or use it for the benefit of third parties. The source code of the software is not made available to the client. 24.5. The right of use of the software ends in the following cases: a. Immediately without further notice if the client is declared bankrupt or applies for a suspension of payment; b. If the client fails to fulfill one or more of its obligations towards Ren-IT B.V. despite written notice by Ren-IT B.V. within a period of 30 days. c. If the client no longer uses the software. This will be deemed to be the case if the client, at the request of Ren-IT B.V., cannot demonstrate that it uses the program in its business for the purpose for which the right of use has been made available. 24.6. In case of termination of the right of use, the client is obliged to make the software including documentation and any copies thereof available to Ren-IT B.V. within thirty days after termination, all this on pain of a one-time penalty of €. 22,500 (twenty-two thousand five hundred Euro), as well as a penalty of €. 1,000 (one thousand Euro) for each day that the client remains in default.

## 25. Guarantee.

For a period of three months after delivery, Ren-IT B.V. will to the best of its ability repair any defects if the software does not meet the written specifications. Ren-IT B.V. does not guarantee that the software will work without interruption or defects or that all defects will be fixed. Such repair will be carried out free of charge. Ren-IT B.V. may charge the costs of repair in case of user errors by the client or other causes not attributable to Ren-IT B.V. Any travel expenses may be charged to the client. Recovery of any lost data is not covered by the guarantee. The guarantee does not apply if the software has been modified by parties other than Ren-IT B.V.

## 26. Maintenance.

26.1. If a maintenance agreement has been concluded, the following will apply. 26.2. The maintenance agreement will commence on the date indicated in the agreement and will remain in force until the end of the then current calendar year and subsequently be extended from year to year with periods of twelve months, unless terminated in writing by one of the parties at the end of any calendar year with observance of a notice period of three months. Under the maintenance agreement, Ren-IT B.V. will, at the request of the client, maintain the software in good working condition by means of maintenance. Ren-IT B.V. guarantees that for a period of at least three years following

the date of making the software available, maintenance will be available on the then current releases and/or versions of the software. This maintenance guarantee expires if no maintenance agreement is concluded, or if it is terminated by the client. 26.3. The maintenance takes place against an agreed fixed rate per year, which amount must always be paid in advance. The maintenance rate may be adjusted. 26.4. Maintenance includes: a. correcting defects detected by the client or Ren-IT B.V. in the software, i.e., deviations from the specifications of the software, as included in the documentation. b. adapting the software if this is necessary due to changes in the hardware and the operating software, in the context of normal versions and releases of computer programs from suppliers of the relevant hardware and operating software. c. adapting the software if this becomes necessary due to changes in the law. d. installing new versions and/or releases of the software, however for making available a version with new possibilities and functions, Ren-IT B.V. may ask for a fee. e. providing support during office hours in the use of the software by means of a telephone helpdesk. 26.5. Prior to installation of any new releases/versions, Ren-IT B.V. will inform the client about any changes therein compared to the previous releases/version. 26.6. The client is not obliged to accept new versions or releases not wanted by them, however 6 months after a new version or release has been released, Ren-IT B.V. will no longer perform maintenance on the old release or version. 26.7. The client will report defects detected in the software to Ren-IT B.V. in accordance with Ren-IT B.V.'s usual procedures. After receiving the report, Ren-IT B.V. will to the best of its ability repair any defects if the software does not meet the written specifications, as included in the documentation. The results will, depending on the urgency, be made available in the usual manner at Ren-IT B.V. Ren-IT B.V. does not guarantee that the software will work without interruption or defects or that all defects will be fixed. 26.8. Ren-IT B.V. may charge the costs of repair in case of user errors by the client or other causes not attributable to Ren-IT B.V., such as defects resulting from capacity and functionality of the hardware or if the software has been modified or is maintained by parties other than Ren-IT B.V. Recovery of any lost data is not covered by the maintenance. 26.9. If activities do not fall under the maintenance, Ren-IT B.V. will notify the client of this in advance and indicate which rates will apply for the work. 26.10. With regard to software developed by or on behalf of Ren-IT B.V., the client is obliged to conclude a maintenance agreement with Ren-IT B.V., which agreement may first be terminated by the client with observance of the termination provisions under the condition that the client terminates the use of the software upon expiry of the maintenance contract. 26.11. Ren-IT B.V. can never be obliged by the client to perform maintenance if no maintenance contract is in force.

## 27. Software from third parties.

If a supplier of Ren-IT B.V. only grants the right to use software in accordance with the provisions of its user right or license agreement, or if maintenance is carried out in accordance with the provisions of the maintenance agreement of the supplier of Ren-IT B.V., the provisions of those agreements apply with setting aside the provisions in articles 24 through 26 of these General Terms and Conditions. The client accepts the aforementioned provisions in the agreements of Ren-IT B.V.'s suppliers. Ren-IT B.V. will inform the client at their request about the content thereof.

Sale of hardware. The following provisions are also applicable if Ren-IT B.V. sells hardware to the client.

## 28. Delivery and risk.

28.1. If this has been agreed in writing, Ren-IT B.V. will deliver the hardware sold to the client to a place in the Netherlands to be designated by the client. 28.2. In all cases, the client bears, after delivery by or on behalf of Ren-IT B.V. at the entrance of the installation address, all risks of loss, perishing or damage, regardless of the cause thereof. 28.3. Ren-IT B.V. is not liable if the delivery cannot take place due to unforeseen circumstances, including delay by or default of suppliers.

## 29. Installation.

29.1. If this has been agreed in