



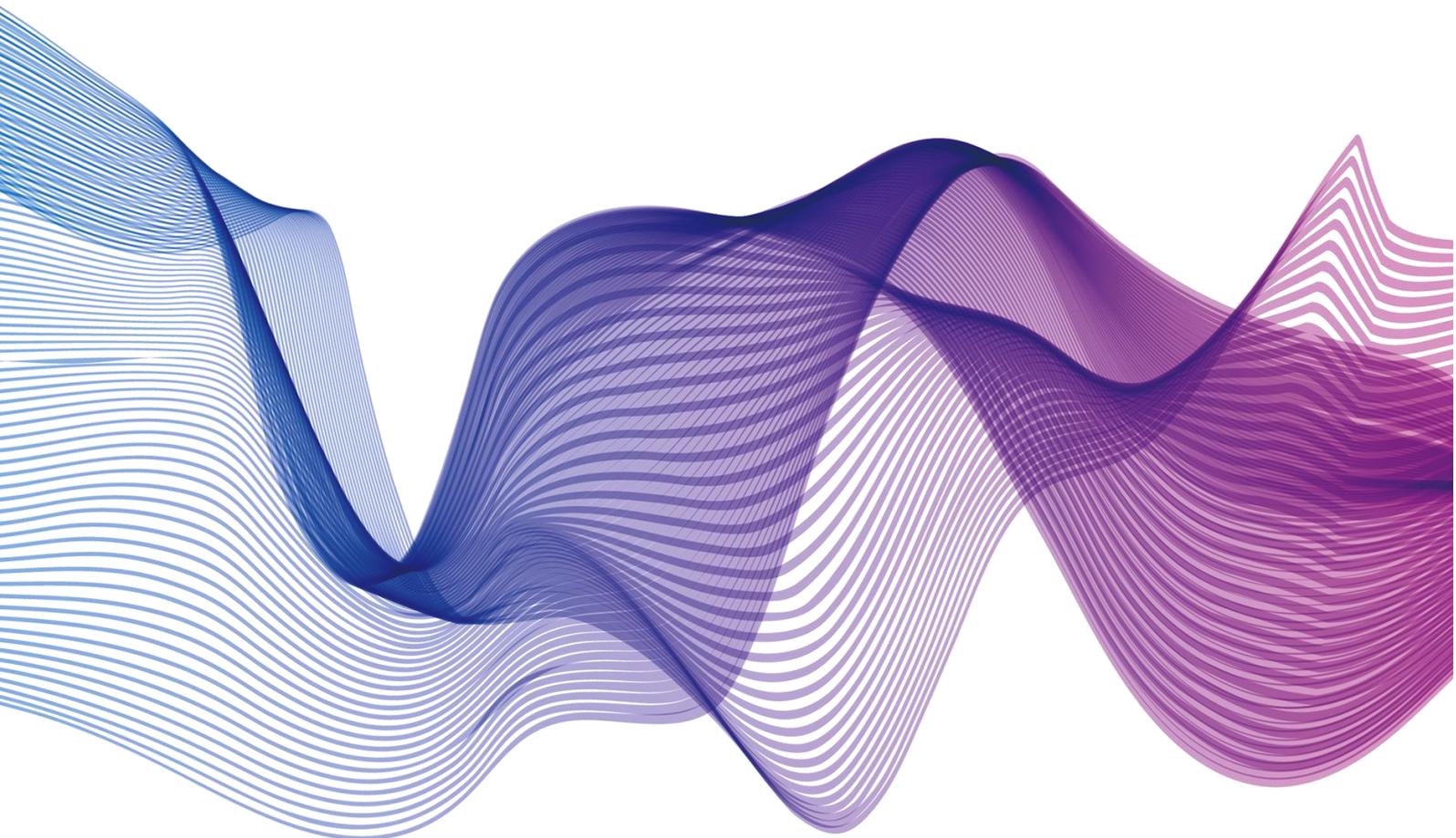
LET'S CONNECT.

Javatoren
Stationsstraat 11
7607 GX Almelo
+31 (0) 74 76 00 260
contact@recognize.nl

[recognize.nl](https://www.recognize.nl)

GENERAL TERMS

VERSION 2.0



General Terms and Conditions

ARTICLE 1: GENERAL

1. These conditions are applicable to all offers, quotations, and agreements, including the Service Level Agreements, which are concluded between RECOGNIZE BV (hereinafter called "Recognize") and the client, unless the parties have expressly deviated from these conditions in writing or digitally.
2. The applicability of any general conditions used by the client is expressly rejected.
3. If one or more provisions in these general conditions are wholly or partially voided or null and void, the other provisions of these general conditions shall remain fully in force. In that case, Recognize and the client will enter into consultations to agree new provisions to replace the invalid and/or voided provisions, whereby the purpose and the purport of the original provisions shall be taken into account as far as possible.
4. If a lack of clarity exists about the interpretation of one or more provisions of these general terms and conditions, or a situation arises that is not regulated under these general terms and conditions, then the interpretation shall take place in accordance with "the spirit" of these provisions.
5. If Recognize does not demand the strict observance of these conditions, this shall not mean that these conditions are not applicable, or that Recognize shall lose to any extent the right to demand and/or enforce the strict observance of these conditions in other cases.
6. These conditions are equally applicable to all agreements with the client, whereby third parties have to be engaged for the execution of such.
7. In all cases where an agreement with the client ends, these general terms and conditions shall continue to govern the relationship between the parties insofar as this might be necessary for the settlement of that agreement.
8. Without the prior written or digital permission of Recognize, the client is not allowed to assign, to pledge, or to transfer in any other way to third parties the rights arising out of an agreement concluded with Recognize which is governed by these conditions. This prohibition is moreover binding on third parties pursuant to Article 3:83(2) Dutch Civil Code.
9. In the event of any inconsistencies between an agreement concluded between Recognize and the client in writing or digitally and these general terms and conditions, the provisions of the agreement shall prevail.

ARTICLE 2: QUOTATIONS AND OFFERS

1. All quotations and offers of Recognize are without obligation and are valid for a period of 14 days after the quotation date, unless stated otherwise. Recognize has the right to withdraw issued price quotations. Recognize is only bound by quotations if the client accepts such as issued within 14 days and Recognize has confirmed this in writing or digitally.
2. Recognize cannot be bound by its quotations or offers if the client knew, or can be reasonably expected to understand, that the quotations or offers, or a part of such, contained an obvious mistake or typing error.
3. In derogation to that provided for in Article 6:225(2) Dutch Civil Code, no agreement shall be formed in accordance with the acceptance if this acceptance differs from the offer on subordinate points. An agreement will only be formed if the offer made and/or quotation issued has been accepted in full.
4. If a quotation consists of several components, it can only be accepted in its entirety, unless stated otherwise.
5. Verbal commitments or agreements will only form a part of an offer, quotation, or agreement if they are confirmed by Recognize in writing or digitally.
6. Offers or quotations will not automatically apply for future orders.

ARTICLE 3: FORMATION OF THE AGREEMENT

1. The agreement shall be concluded as soon as Recognize has confirmed the order of the client in writing or digitally, or if the client has accepted the quotation issued by Recognize in its entirety in writing or digitally within the period specified therein, and has received a written or digital confirmation of such from Recognize.
2. Recognize reserves the right to refuse the client if in its opinion - and exclusively in its opinion - there are reasons for such.
3. Recognize can break off negotiations about an agreement yet to be concluded at any time. If negotiations are broken off, in no event shall the client be able to enforce further negotiations and/or claim compensation, regardless of the nature of the damages and regardless of the amount of the damages.

ARTICLE 4: TERM OF THE AGREEMENT

The agreement between Recognize and the client shall be entered into for the term specified in the order confirmation or the term specified in the agreement concluded between Recognize and the client.

ARTICLE 5: EXECUTION OF THE AGREEMENT

1. Recognize will execute the agreement to the best of its knowledge and ability and in accordance with the standards of good workmanship. This in accordance with the state of the art at the relevant time.
2. Recognize has the right to have certain activities carried out by third parties if and insofar as the proper performance of the agreement requires such. The applicability of Articles 7:404 and 7:407(2) Dutch Civil Code is expressly excluded.
3. If the agreement is to be executed in phases, Recognize is entitled to suspend the execution of those parts which belong to a subsequent phase until the client has approved the results of the preceding phase in writing. Recognize can also suspend the

execution of those parts which belong to a subsequent phase if the payment of the agreed price also takes place in phases, and payment for the phases already carried out has not yet been made.

4. Recognize is not liable for damages of any nature whatsoever that arise because Recognize has relied on incorrect and/or incomplete information provided by the client.
5. Delivery shall take place, unless otherwise is agreed, at the registered business address of Recognize.
6. All goods to be supplied by Recognize, which are sent or transported by or on behalf of Recognize, shall be for the account and risk of the client during transit, and moreover the loading and unloading of such shall also take place for the account of the client.
7. The client is obligated to take collection of the goods at the moment when they are made available to it. If the client refuses to accept the goods, or fails to supply the information or instructions necessary for the delivery, Recognize is entitled to store the goods for the account and risk of the client. The risk for the loss, damage, or value impairment shall pass to the client at the moment when the goods are made available to the client.
8. If the goods to be supplied to the client by Recognize are made available, but are not collected by the client, Recognize can demand payment for such as if the delivery had taken place.

ARTICLE 6: AMENDMENT OF THE AGREEMENT

1. If during the execution of the agreement it becomes apparent that it is necessary to change or supplement the agreement to ensure proper execution of such, the parties shall undertake the timely amendment of the agreement in mutual consultation.
2. If the amendment of the agreement has financial and/or qualitative consequences, Recognize shall inform the client about this in advance, and insofar as possible it will issue a price quotation in advance.
3. Changes and additions to the agreement made by the client shall only be binding if such changes or additions have been accepted by Recognize in writing or digitally.
4. The specified period of execution can be extended due to an amendment of the agreement. Recognize will inform the client about such as quickly as possible. If the period of execution has to be extended in connection with an amendment of the agreement, Recognize shall not be liable for any damages that arise on the side of the client as a result of this longer execution period.
5. Recognize can refuse a request for an amendment of the agreement, without thereby being in default and/or in breach, if this might have qualitative consequences, for example for the activities to be carried out or the goods to be supplied in connection with such.

ARTICLE 7: TERMINATION AND SUSPENSION OF THE AGREEMENT

1. Recognize shall have the right to wholly or partially dissolve the agreement with immediate effect, without judicial intervention being required, if the client applies for a suspension of payments (provisional or otherwise), is declared bankrupt, its company goes into liquidation, or if an attachment is imposed on all or part of its assets, this at its sole discretion, and in all cases without prejudice to any right of Recognize to claim compensation for costs, damages, and interest.
2. Notwithstanding that provided for in paragraph 1 of this article, Recognize shall have the right to terminate the agreement or to suspend the performance of the agreement with immediate effect if the client fails to fulfil one or more of the obligations arising out of the agreement and/or these general terms and conditions within eight days after the sending of a notice of default.
3. If the agreement is terminated, the client shall immediately give Recognize the opportunity to take back the goods stored (electronically or otherwise) with the client by Recognize, as well as all other materials that belong to Recognize.
4. The client shall only have the right to dissolve or terminate the agreement in the situation referred to in article 12.4 of these general terms and conditions.
5. As of the moment when the agreement ends, Recognize shall be entitled to receive the payment of the price agreed between the parties for the activities assigned to Recognize, increased by the costs that it has to incur as a result of the non-completion of the work, less any direct costs which it saves on account of the termination. These amounts shall be immediately due and payable as of the moment when the agreement ends, regardless of whether or not they were already payable before that moment.
6. Recognize is not liable for any damages that are suffered by the client as a result of the termination of the agreement.

ARTICLE 8: DELIVERY AND EXECUTION PERIOD

1. If a deadline has been agreed for the performance of certain activities or the delivery of certain goods, then at no time shall this constitute a final deadline. Recognize shall at all times to do its utmost to carry out the activities within the agreed period or to supply the goods within the agreed period, but at no time shall Recognize be in default on account of the exceedance of a deadline. If a deadline is exceeded, the client must give Recognize notice of default in writing or digitally.
2. The period within which the goods have to be delivered or the period within which the activities have to be carried out shall commence as of the moment when all the goods and information that the client has to issue have been received by Recognize, and where relevant any advance payment agreed between the parties has been received by Recognize.
3. Agreed response times and resolution times are execution periods within the meaning of this article. At no time, therefore, shall these agreed times constitute fixed and final deadlines.
4. The exceedance of a deadline shall not give the client any right to compensation or the suspension of any obligation arising out of the agreement.

ARTICLE 9: PRICES AND PAYMENT

1. All prices that are stated in offers (including verbal offers), quotations, invoices, and agreements are excluding VAT, other taxes, transfer and registration fees, surcharges, and/or other costs.
2. The services supplied and to be supplied by Recognize shall be invoiced for on the basis of the number of hours worked on such and/or based on a fixed price.
3. Costs of third parties, travel expenses, and other costs not covered by the agreed fee shall be charged for separately and are not included in the agreed fixed price or the agreed hourly rate.
4. If the agreement concluded between Recognize and the client is for the supply of one or more goods, unless otherwise has been agreed in writing or digitally, then the client will have to pay 50% of the agreed price to Recognize before the delivery takes place. The remaining 50% of the purchase price must be paid within 14 days after the delivery.
5. If the agreement concluded between Recognize and the client is for the provision of services for which a fixed price has been agreed, unless otherwise has been agreed in writing or digitally, then the client has to pay 50% of the agreed price to Recognize before the start of the work. The remaining 50% of the agreed price must be paid to Recognize within 14 days after the completion of the work.
6. If the execution of the work is delayed due to circumstances that are not attributable to Recognize, the client will be obligated to compensate all the costs of Recognize and any third parties engaged by it that arise on account of that delay.
7. Insofar as Recognize has partially fulfilled, or will be able to fulfil, its obligations at the time of inception of force majeure, Recognize shall be entitled to invoice separately for that part that has already been fulfilled or will be fulfilled. The client will be obliged to pay these invoices as if they were a separate agreement.
8. Only the activities that are expressly included in the agreement fall under the fixed price agreed between Recognize and the client. Any activities carried out by Recognize supplementary to the agreement will be invoiced for as soon as this work has been completed.
9. If the agreement concluded between Recognize and the client concerns the provision of services for which an hourly rate has been agreed, then Recognize will charge the client for the number of hours worked on the services each month in arrears in an invoice for which a payment period of 14 days will apply.
10. If the client does not pay, or not pay on time, the client shall be in default without notice of default being required, and the client shall owe Recognize the statutory commercial interest pursuant to Article 6:119a Dutch Civil Code plus 2% as of the date that the client is in default up until the date of payment in full.
11. If the client is in default, in addition to all the outstanding amounts and the statutory commercial interest plus 2%, it shall also owe Recognize a fee for extrajudicial debt collection costs equal to 15% of the unpaid amount, with a minimum of € 250.00.
12. If Recognize has to place its unpaid claims in the hands of a debt collector, in addition to the extrajudicial costs, the client shall also owe the costs that Recognize has to incur in order to commence legal proceedings, such to include the legal costs actually incurred by Recognize.
13. In the event of liquidation, bankruptcy, attachment, or suspension of payments of the client, all claims of Recognize against the client shall become immediately payable.
14. Recognize shall have the right to deduct any amounts that it owes to the client and/or to companies affiliated to the client, on any grounds whatsoever, from any amounts that Recognize can claim, on any grounds whatsoever, from the client and/or to companies affiliated to the client. This provision is without prejudice to any right of set-off that Recognize might have.
15. The client shall not be entitled to set-off any amounts owed by it to Recognize. Objections to invoices shall not suspend the payment obligation.

ARTICLE 10: OBLIGATIONS OF THE CLIENT

1. The client is obligated to provide Recognize with all the information and details known to it that is or might be relevant for the performance by Recognize of its obligations under the agreement. The client shall provide all the information and details that Recognize considers to be necessary for the execution of the agreement at its first request. If this information is not provided to Recognize in a timely manner, then Recognize shall have the right to suspend the performance of the agreement.
2. The client is responsible for the correctness and the completeness of the information and details made available to Recognize by the client, and guarantees this to Recognize. Recognize has no obligation to verify the correctness of the information and details issued to it, and accepts no liability whatsoever for the information and details issued to it by the client.
3. If it is agreed that the client will provide hardware, materials, data, or other items, then these items must satisfy the specifications essential for the execution of the activities. These essential specifications will be notified to the client in writing or digitally. If the hardware, materials, data, or other items made available by the client do not satisfy the specifications notified to the client by Recognize, Recognize cannot be held liable for any damages that might be caused as a result. Furthermore, in such cases Recognize will not be bound by the resolution times agreed with the client (in a Service Level Agreement or otherwise) and/or other times that are guaranteed by Recognize. If Recognize has to carry out activities or extra activities because the client has provided items that do not satisfy the specifications, these activities will be charged for in accordance with the hourly rate of Recognize. If no hourly rate has been agreed between Recognize and the client, Recognize will charge its normal hourly rate as in effect at the relevant time.
4. The client is responsible for the correct use and correct application of the goods to be supplied by Recognize, as well as the hardware and software within its organisation that is to be maintained or supported by Recognize. The client is also responsible for the correct application of monitoring and security procedures and adequate systems administration.
5. If Recognize is charged with the management and maintenance of a product, under a Service Level Agreement or otherwise, the client has to ensure that the product that is managed and/or maintained can be accessed at all times via a VPN link, to be provided by the client, with the systems and locations of Recognize with monitoring and maintenance software.
6. If Recognize is charged with the resolution of incidents and breakdowns, under a Service Level Agreement or otherwise, the

client has to strictly abide by the agreed procedures.

ARTICLE 11: GUARANTEE AND COMPLAINTS

1. No other guarantee provisions will apply to any agreements entered into by Recognize than those which have been agreed in writing or digitally in the quotation and the order confirmation.
2. The client is obligated to thoroughly inspect the work carried out or the goods supplied by Recognize immediately after the completion of the work carried out by Recognize and/or the delivery of the goods by Recognize.
3. Complaints about the work carried out or the delivered goods must be notified in writing or digitally to Recognize within 14 days after the work has been completed or the goods have been delivered. If the work involves the use of draft concepts which have to be given interim approval by the client, then by giving its approval the client shall have accepted the draft concept and it cannot subsequently demand the modification and/or alteration of this draft concept. If the client nonetheless wants a modification and/or alteration to be made, the activities necessary for such will be charged for in accordance with the hourly rate of Recognize. If no hourly rate has been agreed between Recognize and the client, Recognize will charge its normal hourly rate as in effect at the relevant time.
4. Defects and/or faults that the client could not have discovered upon completion and/or delivery must be reported in writing or digitally to Recognize immediately, but no later than within 48 hours, after discovery. If defects and/or faults are not reported to Recognize within 24 hours after discovery, or within 48 hours after the defects and/or fault reasonably could have been discovered, Recognize cannot be held liable for any damages that arise as a result of these defects and/or faults.
5. Defects and/or faults must be reported in writing or digitally with a description as detailed as possible of the defects and/or the faults so that Recognize is able to adequately respond.
6. If the client does not report defects and/or faults in writing or digitally within the periods stipulated in this article, it shall be deemed to have accepted the delivered goods and/or the services provided.
7. The right of complaint will expire if delivered goods are processed or sold on.
8. If a complaint is found to be valid, Recognize will fix the defects and/or the faults, or remedy the complaint. Recognize is not obligated to compensate any damages suffered by the client.

ARTICLE 12: FORCE MAJEURE AND CIRCUMSTANCES FOR THE ACCOUNT OF THE CLIENT

1. Force majeure shall be understood to include, in addition to that defined by statutory law and case law, all external causes, foreseeable or unforeseeable, beyond the control of Recognize, but as a result of which Recognize is unable to fulfil its obligations.
2. In addition to force majeure, the following circumstances shall be entirely for the account and risk of the client: business embargoes, strikes, late delivery to Recognize of parts, goods, or services ordered from third parties, accidents, business interruptions and/or other circumstances that wholly or partially impede Recognize in the proper and/or timely fulfilment of its obligations.
3. In the event of force majeure or other circumstances for the account and risk of the client within the meaning of paragraph 2 of this article, the obligations of Recognize shall be suspended until the moment when it can once more reasonably be deemed capable of fulfilling its supply obligations.
4. Recognize can suspend the obligations under the agreement for the period that the force majeure continues. If one of the aforementioned circumstances lasts for longer than two months, both Recognize and the client shall have the right to dissolve the agreement for the part that cannot be carried out, by giving notice in writing or digitally, without any obligation to compensate any damages suffered by the client.

ARTICLE 13: LIABILITY

1. In the event of any liability of Recognize, this liability will be limited to that which is stipulated in this article 13.
2. Any liability (cumulative or otherwise) of Recognize shall be limited to the amount that has been paid by the client to Recognize for the activities in connection with which the damages have arisen, and shall at no time exceed the amount that is paid out under the insurance of Recognize. The client shall only be entitled to hold Recognize liable for this amount.
3. The client has to hold Recognize liable within one year after the event that caused the damages took place. Upon the expiry of the aforementioned period, the client will forfeit its right to hold Recognize liable.
4. In derogation to that provided for in paragraph 2 of this article, in the event of an order with a longer term than six months, the liability shall moreover be limited to the amount invoiced over the last six months, whereby the amount for which Recognize can be held liable, shall in the same way as provided for in paragraph 2 at no time amount to more than that which is paid out under the insurance of Recognize.
5. Recognize shall at no time be liable for indirect damages, including consequential damages, loss of profit, loss of savings, and damages due to business interruptions.
6. The limitations of liability included in these conditions shall not apply if the damage is attributable to the wilful misconduct or gross negligence of Recognize.

ARTICLE 14: RETENTION OF TITLE

1. All goods supplied by Recognize otherwise than under a purchase agreement, such to include designs, sketches, drawings, software (electronic files), etc., shall remain the property of Recognize unless otherwise is agreed.
2. If a purchase agreement is concluded between Recognize and the client, the goods shall remain the property of Recognize until all the amounts that the client owes to Recognize, including interest, extrajudicial costs, and any other costs, have been

paid to Recognize.

3. In the event Recognize wishes to exercise the ownership rights referred to in this article, the client hereby gives now for then its unconditional and irrevocable permission to Recognize, or to third parties to be designated by it, to enter all such places where the property of Recognize is or might be found and to repossess those goods.

ARTICLE 15: INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHTS

1. All intellectual or industrial property rights on software, whether developed by Recognize under the agreement with the client or otherwise, as well as other programming, hardware, or other items, such as analyses, designs, documentation, reports, quotations, data carriers, data files, photographic recordings, films, etc., shall be exclusively vested in Recognize. The client shall only acquire non-exclusive rights of use. The client shall not reproduce or make copies of the software, other programming, and/or other goods.

2. The non-exclusive user rights of the client are non-transferable. The client is not allowed to sell, hire, license, grant restricted rights on, publish, or to disclose the software, other programming, hardware, other goods, or the carriers it is stored on to third parties.

3. The client guarantees to Recognize that the fulfilment of the agreement and the reproduction or publication of the goods received from the client such as models, drawings, photographic recordings, data carriers, data files, etc., will not infringe any rights that third parties can enforce pursuant to the Dutch Copyright Act 1912 or other national or international laws and regulations. The client shall indemnify Recognize against all claims of third parties, both judicial and extrajudicial, pursuant to the aforementioned laws and regulations.

4. If any reasonable doubt should arise or exist concerning the validity of the rights claimed by third parties in the sense of paragraph 3 of this article, Recognize shall have the right to suspend the fulfilment of the agreement up until such time as it has been ruled in a final and irrevocable judgment that the fulfilment of the agreement by Recognize will not infringe these rights. Thereafter, Recognize shall be given a reasonable period within which to carry out the order.

5. If it is ruled in a final and irrevocable judgment that the software, other programming, hardware or other materials developed by Recognize, under the agreement with the client or otherwise, infringe any intellectual or industrial property rights belonging to a third party, or if in the opinion of Recognize there is a reasonable chance that such an infringement has or will occur, Recognize will end the infringement. Any other or further liability of Recognize due to an infringement of intellectual or industrial property rights of third parties is excluded.

ARTICLE 16: CONFIDENTIALITY

Recognize and the client shall observe strict confidentiality in relation to all information about each other's organisations, software, other programming, files, the functioning of devices and/or other goods, of which they have and/or acquire knowledge, and shall not make any disclosure about such to third parties, unless they are obligated to do so under the law, or if there is a dispute between the parties, and in connection with this dispute the parties have to make a statement in court. Recognize is allowed to show any goods that it has developed or produced in some other way under contract to the client to third parties, or to provide information about these goods to third parties in some other way, for among other things promotional purposes.

ARTICLE 17: FINAL PROVISIONS

1. All agreements concluded by Recognize are governed by Dutch law.

2. Disputes in relation to or in connection with an agreement concluded by Recognize shall be exclusively put before the civil court in Rotterdam.

3. The headings above the articles in these conditions only serve to improve readability, and do not limit or otherwise influence the operation or scope of these general terms and conditions.