

GENERAL TERMS AND CONDITIONS

of

Hoppenbrouwers Holding B.V., trading as Merrick

Address : Dorpsstraat 25, 4152 EM Rhenoy
 Telephone : +31 (0)871 900 104
 E-mail : info@merrick.nl
 Internet : www.merrick.nl

Date : 1 January 2008
 Version : 1.27

This English version of our Terms & Conditions are provided as a courtesy. In the case of any discrepancy between the Dutch and the English version due to translation, the Dutch version most recently filed and/or the Dutch version that applied upon conclusion of the agreement applies.

Article 1: Definitions

1.1. In these general terms and conditions the following terms are used in the following context, unless expressly indicated otherwise.

Merrick:	Hoppenbrouwers Holding B.V., trading under the name Merrick
Principal/client:	The party that has entered into an agreement with Merrick.
Agreement:	An agreement for the provision of services.
E-mail address:	An address code registered under the name of the principal for the exchange of electronic messages via the internet.
Netiquette:	The generally accepted code of conduct for the internet as per the terms of RFC 1855 (ftp://ftp.ripe.net/rfc/rfc1855.txt) and subsequent revised versions.
Fair use:	Fair use by the client of data traffic, disk space and/or the load placed on the system, which will be further specified by Merrick in supplementary terms and conditions for the services to which this applies.
Spam:	An e-mail is regarded as spam if the recipient has not given the sender permission to use his/her e-mail address by means of a confirmed opt-in system.
Website:	One or more integrated web pages.
Disk space:	Memory and/or digital storage space that Merrick makes available to a client for, for instance, sending and receiving e-mails, maintaining a website, and other Merrick services.
Traffic data:	Any other data that the client generates in Merrick's systems by using Merrick's services.
Mailing list:	The set of e-mail addresses used for an e-mailing.
System:	All computer hardware and related equipment with which Merrick enables the principal to use its services and/or products.

Article 2: General

- 2.1. These terms and conditions apply to every offer, quotation and agreement between Merrick and a client to which Merrick has declared these terms and conditions applicable, insofar as these terms and conditions have not been deviated from expressly and in writing.
- 2.2. These terms and conditions also apply to all agreements with Merrick for whose performance the involvement of third parties is required.
- 2.3. Any deviations from these general terms and conditions are only valid if they have been expressly agreed in writing.
- 2.4. Any purchase condition or other conditions of the principal are expressly deemed inapplicable.
- 2.5. If one or more of the provisions in these terms and conditions or in the corresponding agreements are void or were allowed to be nullified, the other provisions of these general terms and conditions and agreement continue to apply in full. Merrick and the principal will then consult in order to agree new provisions to replace the void and/or nullified provisions, observing the objective and purpose of the original provisions if and to the extent possible.

Article 3: Trademarks

- 3.1. "Merrick" is a registered trademark. This trademark is the property of Merrick and may not be used without the prior written permission of Merrick.

Article 4: Offers and quotations

- 4.1. All offers are free of obligation, unless otherwise specified in writing in the offer.
- 4.2. The prices in the above-mentioned offers and quotations are exclusive of VAT and other taxes imposed by the authorities, as well as any costs generated in the context of the agreement, including postage and administrative costs, unless otherwise stated.
- 4.3. Merrick is not bound if acceptance deviates from the specifications of the offer (in minor details). The agreement is then not concluded in accordance with this divergent acceptance, unless Merrick indicates otherwise.
- 4.4. A composite proposal does not oblige Merrick to perform part of the engagement at a corresponding proportion of the price stated.
- 4.5. Offers or quotations do not automatically apply to future engagements.

Article 5: Performance of the agreement, information and resources

- 5.1. Merrick will perform the agreement to the best of its ability and understanding in accordance with good professional standards, such by virtue of the expertise that the principal may reasonably expect from Merrick. Merrick can, however, not guarantee the realisation of any desired result.
- 5.2. Merrick determines the manner in which and the person or persons by whom the engagement is performed, but in so doing observes the wishes made known by the principal

as much as possible. If and insofar as correct performance of the agreement requires it, Merrick is entitled to have certain activities performed by third parties.

- 5.3. The principal ensures that all information, as well as changes thereto, in terms of the form and procedure, that Merrick declares necessary, or that the principal can reasonably be expected to understand are necessary both upon commencement and during (for) the performance of the agreement, is provided to Merrick in a timely and adequate manner. If the information required for the performance of the agreement was not provided to Merrick in a timely or adequate manner, Merrick is entitled to postpone performance of the agreement and/or charge the additional costs resulting from the delay to the principal according to the normal rates.
- 5.4. The principal ensures that all resources and facilities that Merrick declares necessary, or that the principal can reasonably be expected to understand are necessary upon for the performance of the agreement, are available to Merrick at all times and function properly. If the resources required for the performance of the agreement are not sufficiently available to Merrick, Merrick is entitled to postpone performance of the agreement and/or charge the additional costs resulting from the delay to the principal according to the normal rates.
- 5.5. The principal guarantees the accuracy, completeness and reliability of the information, resources and provisions it has provided to Merrick or had provided to Merrick on its behalf. Merrick is not liable for damage of any kind resulting from use of inaccurate and/or incomplete information, etc. provided by the principal, unless this inaccuracy or incompleteness should have been known to Merrick.
- 5.6. The principal is required to inform Merrick immediately regarding changes to the information provided, or other facts and circumstances that could be important in the context of the performance of the agreement.
- 5.7. If it has been agreed that the agreement will be performed in phases, Merrick can postpone the parts of the agreement that are part of a subsequent phase until the principal has approved the results from the previous phase in writing.
- 5.8. If activities are performed in the context of the engagement by Merrick or third parties engaged by Merrick on the premises of the principal or at a location designated by the principal, the principal provides the facilities that can reasonably be required by the staff concerned free of charge.

Article 6: Spam

- 6.1. Pursuant to the Netherlands Telecommunications Act, the sending of unrequested electronic messages in or from The Netherlands is not permitted, unless the recipient has granted permission to this effect. This concerns unrequested messages via means such as e-mail or telephone (SMS/MMS). The ban is focused on material senders. Not only the party who presses the 'send' button, but also the party who orders that the message be sent can be regarded as the sender. OPTA, the Netherlands Independent Post and Telecommunications Authority upholds the ban.
- 6.2. In contrast to the Netherlands legislation, Merrick applies the rule that all recipients of business e-mailings must also have granted permission by means of a confirmed opt-in system.
- 6.3. Furthermore, every e-mailing must give every recipient the opportunity to object to the use of his or her e-mail address in an easy manner (opt-out).
- 6.4. Additional information:

- (i) OPTA:
<http://www.spamklacht.nl>
- (ii) Section 11.7 of the Telecommunications Act:
<https://www.spamklacht.nl/asp/artikel117.asp>

Article 7: Obligations of the principal

- 7.1. The principal will adopt an attitude and behave in a manner that is in line with what may be expected of a responsible and conscientious internet user. The principal will inform Merrick as soon as possible in writing of changes to relevant information.
- 7.2. The principal will refrain from preventing other Merrick clients and inflicting damage on the system. The principal is prohibited from starting such processes or programs – whether or not via the system – that the principal knows or can reasonably suspect would prevent or inflict damage on Merrick or other principals. This explicitly also includes indirect damage resulting from misconfiguration on the part of the principal, for instance, but not exclusively open relaying as a result of an incorrectly configured mail server. The principal is only permitted to start processes or programs if there is a direct, Merrick-approved connection with the system in place.
- 7.3. The principal is not permitted to use the system and the disk space for acts and/or conduct in contravention of the applicable legal provisions, the netiquette, the guidelines of the Netherlands Advertising Code Foundation (*Stichting Reclame Code Commissie*), the agreement or these general terms and conditions. This among other things, but not exclusively, includes the following acts and conduct:
 - (i) spamming: the unrequested sending of large quantities of e-mail with the same content and/or the unrequested posting of a message with the same content in a large number of newsgroups on the internet. This also includes spam sent via another provider with reference to a website, e-mail address or other service of Merrick or its provider;
 - (ii) infringement of the copyright laws protecting documents or other actions in contravention of the intellectual property rights of third parties;
 - (iii) the publication and distribution of child pornography;
 - (iv) sexual intimidation or any other kind of personal harassment;
 - (v) hacking: entry into other computers or computer systems on the internet without permission.
- 7.4. The principal is not permitted to transfer or grant third parties use of its account, the manual or other rights ensuing from the agreement to third parties, unless Merrick has expressly given written permission to this effect. Without prejudice to the above, the principal is permitted to have a website designed, set up and maintained by a third party. The principal does remain responsible for the use of its account and password.
- 7.5. The principal ensures that the hardware and software, configuration, peripheral equipment and connections required to enable access to the system are in place.
- 7.6. The principal is constrained to the amount of disk space stated in the agreement. The principal is responsible for ensuring that this amount is not exceeded. In the event of this amount being exceeded, Merrick is authorised to delete information to ensure the satisfactory performance of its services.
- 7.7. The principal herewith grants Merrick permission to enter his or her personal details in the Merrick personal data registration system, which is necessary for its administrative and management activities. This personal data registration system contains both account and

traffic details and can only be accessed by Merrick. Third parties cannot access the system unless Merrick is obliged to provide access under the law or a judgment.

- 7.8. The principal can submit a request for the inspection or deletion of its own account details. He or she can send this to Merrick by mail or fax accompanied by a (copy of) a (valid) identification document or extract from the trade register of the Chamber of Commerce. Merrick sends responses to these requests to the e-mail account of the principal free of charge and within 3 working days. The principal is also entitled to limited access to the traffic data on the account at a charge. This consists of the login times on the own account to a maximum of 3 months prior to the submission date of the request. A copy of a valid identity document or extract from the trade register of the Chamber of Commerce is also required for this access. Merrick sends responses to these requests to the e-mail account of the principal within 5 working days. Merrick destroys the passport copies immediately after use. Some services allow access to own data traffic insofar as this data is known. Specific supplementary terms and conditions are published separately for these services.

Article 8: Liability

- 8.1. If Merrick should be held liable, this liability will be limited to that laid down in this provision.
- 8.2. The liability of Merrick for damage to the principal, which is caused by non-timely, incomplete or inadequate performance of the engagement, is limited to a maximum of one times the amount of the fee that Merrick has charged the principal for the performance of the activities comprising the cause of the damages, on the understanding that only the fee for the last three months in which the activities were performed be taken into account. Any compensation owed to the principal by Merrick will, however, never exceed the amount for which the liability of Merrick is insured in such an event, at least to a maximum of the amount of EUR 5,000 to the extent that the above-mentioned insurance would not provide cover in such an event. Exceptions are made to the above in the event of an intentional act or comparable gross negligence on the part of Merrick. In this and the subsequent provisions of this article Merrick includes its staff as well as any third parties it has engaged in the performance of the engagement.
- 8.3. Merrick is not liable for damage resulting from the principal's non-compliance with its obligation to provide information ensuing from Article 5.3, or because the information provided by the principal does not comply with that which he guarantees under Article 5.5, unless this damage has partly resulted from an intentional act or comparable gross negligence on the part of Merrick.
- 8.4. Moreover, Merrick is not liable for loss or damage caused by the actions or negligence of third parties involved in the performance of the engagement by the principal, unless this damage has partly been caused by an intentional act or comparable gross negligence on the part of Merrick.
- 8.5. Furthermore, Merrick at all times has the authority to limit or rectify the damage of the principal as much as possible with the full cooperation of the principal.
- 8.6. Merrick is never liable for indirect damage, including consequential damage, loss of profit, savings forgone and damage resulting from business interruption. Exceptions are made to the above in the event of an intentional act or comparable gross negligence on the part of Merrick.
- 8.7. Clients who act in contravention of their obligations from the agreement or these general terms and conditions are liable for all ensuing damage to Merrick.
- 8.8. The client indemnifies Merrick against all claims from third parties regarding damage or otherwise, in any shape or form, resulting from use of the account, system or internet by the client, or non-compliance of the client with his or her obligations from the agreement or these

general terms and conditions. Any third-party claims received by Merrick will be recovered from the principal in full.

- 8.9. Merrick is entitled to immediately close down the connection to the system provided to the client without further notice, if and insofar as the client acts in contravention of that stated in articles 7.1 through 7.5. In addition, Merrick is in that case entitled to terminate the agreement with immediate effect if the seriousness of the offence provides sufficient grounds, all this without a right to compensation arising for the client against Merrick.
- 8.10. If Merrick provides e-mailings for the principal, the principal is obliged to be able to show the source of each individual e-mail address on the mailing list by means of documentation. The principal is obliged to present this documentation at the request of Merrick. If Merrick cannot be convinced of the legitimacy of an e-mail address on the mailing list, Merrick is entitled to delete the relevant e-mail address from the mailing list.
- 8.11. For many services Merrick uses the services of third parties, such as the hosting of a website. In such cases the principal enters into two agreements; one with Merrick and one with the third party. Merrick is not liable for damage of any kind and for whatever reason, caused by services or networks of third parties, including malfunctions in the networks or infrastructure of third parties.
- 8.12. Merrick registers domains with Stichting Internet Domeinregistratie Nederland (*Foundation for Internet Domain Registration in The Netherlands*) on behalf of principals in exchange for payment. The choice of domain name is for the account and risk of the client and Merrick does not accept any responsibility with regard to the choice of domain name and its use.

Article 9: Management of the system

- 9.1. Merrick is entitled to (temporarily) close down the system without prior notification or limit its use to the extent necessary for the reasonably required maintenance or the necessary modifications or improvements to the system to be performed by Merrick, without a right to compensation arising for the client against Merrick as a result.
- 9.2. Merrick is at all times entitled to modify login procedures, the account and the e-mail addresses, without a right to compensation arising for the client against Merrick. In such cases Merrick will inform the client of the modifications as soon as possible.

Article 10: Modification of the agreement

- 10.1. If during the performance of the agreement it transpires that modification or supplementation of the activities is required in order to ensure that they are performed adequately, the parties will modify the agreement accordingly in a timely manner and in consultation.
- 10.2. If the parties agree that that the agreement is to be modified or supplemented, this can therefore affect the performance completion date. Merrick will inform the principal to this effect as soon as possible. The intended modification or addition to the agreement does not entitle the principal to damages.
- 10.3. If the modification or addition to the agreement will have financial and/or qualitative consequences, Merrick will inform the principal to this effect in advance. Merrick is entitled to charge the principal additional costs.
- 10.4. If a set fee has been agreed, Merrick will indicate the extent to which the modification or supplementation of the agreement will result in this fee being exceeded.

Article 11: Duration of the agreement; performance period

- 11.1. The agreement between Merrick and a principal is entered into for an indefinite period, unless the nature of the agreement dictates otherwise, or the parties expressly make agreements to the contrary in writing.
- 11.2. If a deadline for the completion of specific activities has been agreed within the duration of the agreement, this is never an absolute deadline. If the performance period is exceeded, the principal must therefore issue Merrick with a written notice of default.
- 11.3. The agreement cannot be dissolved by the principal on the grounds of the performance period being exceeded, unless it has been established that performance of the agreement is permanently impossible, unless Merrick also fails to perform the agreement, partially or in full, within a reasonable period after the agreed completion period has expired, of which period he has been informed in writing .

Article 12: Notice of termination

- 12.1. Each party is authorised to terminate the agreement at the end of a calendar month by means of notice of termination subject to a term that is reasonable given the circumstances, unless the parties have agreed otherwise. Notice of termination must be submitted in writing.
- 12.2. If the agreement is terminated prematurely by the principal (in the event that the agreement was entered into for a definite period), Merrick is entitled to damages on account of the resulting demonstrable loss of staff requirements, unless there are underlying facts and circumstances for which Merrick is responsible that led to the termination. Furthermore, in such cases the principal is obliged to pay the expenses claimed for activities performed until the date in question.
- 12.3. If the agreement is prematurely terminated by Merrick, Merrick will ensure in consultation with the principal that any remaining activities are transferred to third parties, unless there are underlying facts and circumstances for which principal is responsible that led to the termination.
- 12.4. If the transfer of the activities results in additional costs for Merrick, the principal is obliged to pay these costs to Merrick subject to that stated in Articles 13 and 14 of these general terms and conditions.

Article 13: Fee

- 13.1. The parties can agree a fixed fee upon conclusion of the agreement.
- 13.2. If no fixed fee is agreed, the fee will be determined based on the hours actually worked. The fee will be calculated according to the normal hourly rates and/or unit prices employed by Merrick, and apply to the period in which the activities are performed, unless a different hourly rate has been agreed.
- 13.3. The fee and any estimated costs are exclusive of VAT.
- 13.4. The costs payable for engagements with a term exceeding two months will be charged periodically.
- 13.5. If Merrick agrees a set fee or hourly rate with the principal, Merrick is still entitled to increase this fee or rate, for example, in the event of modification or supplementation of the agreement.

- 13.6. Moreover, Merrick is entitled to on-charge increases in price if rates for wages, for example, increased in the period between the offer being made and completion.
- 13.7. In addition, Merrick may increase the fee if during the performance of the activities it transpires that the originally agreed or expected amount of work was underestimated to such an extent when the agreement was concluded, and Merrick cannot be held responsible, that Merrick cannot reasonably be expected to perform the agreed activities for the originally agreed fee. Merrick will in that case inform the principal of its intention to increase the fee or rate. Merrick will also state the amount involved and the effective date for the increase.

Article 14: Payment

- 14.1. Payment must take place within 14 days of the invoice date without any deduction, discount or adjustment as a result of payment or transfer to the bank or giro account number given by Merrick. Objections to expense claim amounts do not suspend the payment obligation.
- 14.2. If the principal remains in default of payment within the 14-day period, the principal is legally in default. The principal will then owe interest at the legal business interest rate. The interest on the amount due and payable will be calculated from the moment the principal enters default until the amount has been paid in full, where part of a month will be regarded as a whole month.
- 14.3. In the event of liquidation, bankruptcy, seizure or a moratorium of payments on the part of the principal, the amounts owed to Merrick by the principal are payable on demand.
- 14.4. Merrick is entitled to initially have the payments made by the principal set against the expenses, then against the interest on overdue amounts, and finally against the principal amount and the accrued interest. Merrick can, without thereby entering default, refuse a payment offer if the principal indicates an alternative sequence of settlement. Merrick can refuse full settlement of the principal amount, if such payment does not at the same time cover the accrued interest and costs.

Article 15: Retention of title

- 15.1. All items supplied by Merrick, including any designs, sketches, drawings, films, software, (electronic) files, etc., remain the property of Merrick until the principal has fulfilled all of its obligations from all of its agreements with Merrick, at the discretion of Merrick.
- 15.2. The principal is not authorised to pledge or in any other way encumber the items subject to retention of title.
- 15.3. If third parties seize the items supplied under retention of title, or wish to establish or enforce rights on them, the principal is obliged to inform Merrick to this effect as soon as may reasonably be expected.
- 15.4. The principal undertakes to insure the items supplied under retention of title against fire, damage resulting from explosion and water damage, as well as against theft, and ensure that these remain insured, and submit the policy for this insurance for inspection immediately upon first request.
- 15.5. Items supplied by Merrick that are subject to retention of title in accordance with paragraph 1. of this Article may under no circumstances be resold and never be used as a means of payment.
- 15.6. In case Merrick wishes to exercise its property rights as specified in this Article, the principal herewith grants Merrick or third parties to be designated by Merrick unconditional and

irrevocable permission to access all areas containing Merrick property, and reclaim those items.

Article 16: Debt collection charges

- 16.1. All judicial and extrajudicial (collection) costs made within reason by Merrick in connection with the non-compliance or late compliance of the principal with his or her payment obligations, are for the account of the principal.
- 16.2. The principal owes interest on the collection costs made.

Article 17: Investigation, complaints

- 17.1. Complaints regarding the activities performed must be reported to Merrick in writing within 8 days of discovery, and no later than 14 days after these activities have been completed. The notice of default must contain as detailed a description of the failing as possible to enable Merrick to respond adequately. A complaint does not suspend the payment obligation of the principal, except for the extent to which Merrick has informed the principal in writing that Merrick deems the complaint (partly) valid.
- 17.2. If a complaint is valid, Merrick will still perform the activities as agreed, unless this has since become patently futile for the principal. The latter must be made known by the principal in writing.
- 17.3. If the performance of the agreed activities is no longer possible or worthwhile, Merrick can repay part of the fee already paid without having the remainder of the engagement performed, in which case Merrick will only be liable within the parameters of Article 16.

Article 18: Settlement period

- 18.1. Without prejudice to the provisions of Article 12 the principal is obliged, if he or she is or remains of the opinion that Merrick has not performed the agreement on time, completely or adequately, to — unless this already occurred as a result of the provisions of Article 12.1 — immediately inform Merrick to this effect in writing, and substantiate by legal process the resulting claims within one year of the date of the above-mentioned notification, or within one year of the date on which the notification should have been submitted, in the absence of which his or her rights and claims regarding this matter will expire as a result of the above-mentioned period being exceeded.

Article 19: Suspension and dissolution

- 19.1. Merrick is authorised to suspend fulfilment of the obligations or dissolve the agreement if:

- (i) The principal does not fulfil or only partly fulfils the obligations from the agreement.
 - (ii) After the conclusion of the agreement, circumstances that have come to the knowledge of Merrick that give sufficient reason for it to fear that the principal will not fulfil the agreements. In the event that there is sufficient reason to fear that the principal will only partially or inadequately fulfil the agreements, the suspension will only be permitted insofar as the failing justifies it.
 - (iii) Upon conclusion of the agreement the principal is requested to provide security for the fulfilment of his or her obligations from the agreement and this security is absent or insufficient.
- 19.2. Merrick is also authorised to dissolve the agreement or have the agreement dissolved if circumstances occur that are such that fulfilment of the agreement is impossible, or can no longer be required in accordance with the principles of reasonableness and fairness, or circumstances otherwise occur that are such that preservation of the agreement without amendment cannot reasonably be expected.
- 19.3. If the agreement is dissolved, the amounts owed to Merrick by the principal are payable on demand. If Merrick suspends the fulfilment of its obligations, it retains its rights under the law and agreement.
- 19.4. Merrick is at all times entitled to claim damages.

Article 20: Return of items provided

- 20.1. If Merrick has provided the principal with items during the performance of the agreement, the principal is obliged to return the item(s) provided complete, in its original condition, and without defects upon first request from Merrick.
- 20.2. If the principal remains in default of the obligation to return items stated in paragraph 1., the principal is obliged to pay Merrick the ensuing damages and costs, including the cost of replacement.

Article 21: Indemnities

- 21.1. The principal indemnifies Merrick from claims by third parties in relation to intellectual property rights to materials or information provided by the principal that are used in the performance of the agreement.
- 21.2. If the principal supplies information carriers, electronic files or software, etc. to Merrick, the principal guarantees that the information carriers, electronic files or software are free of viruses and defects.
- 21.3. The principal indemnifies Merrick from claims by third parties in relation to damage relating to or resulting from the engagement performed by Merrick, if and insofar as Merrick is not liable towards the principal in this respect in accordance with the provisions of Article 16.

Article 22: Risk transfer

- 22.1. The risk of loss of or damage to the items that are the objects of the agreement is transferred to the principal the moment they are supplied to the principal legally and/or physically, and thereby brought under the control of the principal or a third party to be designated by the principal.

Article 23: Force majeure

- 23.1. The parties are not obliged to fulfil any obligation if they are prevented from doing so as a result of circumstances that cannot be attributed to blame, nor attributed to them under law, a legal act, or according to generally acceptable standards.
- 23.2. Aside from its meaning in law and legal precedence, in these general terms and conditions force majeure means all foreseen or unforeseen external causes upon which Merrick can exert no influence, which do prevent Merrick from fulfilling the obligations. This includes industrial action at Merrick.
- 23.3. Merrick is also entitled to plead force majeure if the circumstances that prevent (further) performance occur after Merrick should have fulfilled its obligations.
- 23.4. The parties can postpone the obligations from the agreement for the duration of the period for which the force majeure continues. If this period is longer than two months, each party is entitled to dissolve the agreement without being obliged to pay damages to the other party.
- 23.5. For the extent to which Merrick has fulfilled or will be able to fulfil its obligations from the agreement by the time force majeure occurs, and the proportion of the obligations that have been fulfilled or have to be fulfilled receive individual status, Merrick is entitled to claim for the fulfilled and unfulfilled proportions separately. The principal is obliged to pay this claim as if it were a separate agreement.

Article 24: Confidentiality

- 24.1. Both parties are obliged to observe confidentiality regarding all confidential information they have obtained from one another or other sources in the context of their agreement. Information is regarded as confidential if this has been announced by the other party, or if the nature of the information is such that this is the case.
- 24.2. If, on the grounds of legal provisions or under law, Merrick is obliged to supply confidential information to third parties designated both by law or the competent court, and Merrick cannot plead a legal right or right acknowledged or permitted by the competent court to withhold information regarding the matter, Merrick is not obliged to pay damages or compensation and the other party is not entitled to dissolve the agreement on the grounds of any resulting loss or damage.

Article 25: Intellectual property and copyrights

- 25.1. Without prejudice to the other provisions of this agreement, Merrick reserves the rights and authority it has been granted on the grounds of the Copyright Act.
- 25.2. All documents provided by Merrick, such as reports, recommendations, agreements, designs, sketches, drawings, software, etc., are exclusively for use by the principal and may not be duplicated, made public, or disclosed to third parties without the prior permission of Merrick, unless the nature of the documents provided dictates otherwise.
- 25.3. Merrick reserves the right to use the knowledge it has gained through the performance of the activities for other purposes, insofar as this does not involve disclosure of confidential information to third parties.

Article 26: Non-takeover of staff

- 26.1. For the duration of the agreement and for one year after its termination, the principal will in no way appoint or directly or indirectly employ employees of Merrick or companies whose assistance it requested in order to perform this agreement, that are or were involved in the performance of the agreement, unless it has made sound business agreements with Merrick.

Article 27: Disputes

- 27.1. The court at the business location of Merrick has sole competence to take account of disputes, unless mandatory legal provisions dictate otherwise.
- 27.2. The parties will not appeal to the court until they have done their utmost to settle a dispute in consultation.

Article 28: Applicable law

- 28.1. All legal relationships between Merrick and the principal to which these general terms and conditions apply are governed by Dutch law. The Vienna Sales Convention is expressly excluded.

Article 29: Location of the terms and conditions

- 29.1. These terms and conditions are filed at the Chamber of Commerce offices in Tiel.
- 29.2. These terms and conditions can also be found on the Merrick website via http://www.merrick.nl/terms_and_conditions.pdf
- 29.3. The Dutch version most recently filed and/or the Dutch version that applied upon conclusion of the agreement applies.