



MOVING INTELLIGENCE

GENERAL TERMS AND CONDITIONS OF MOVING INTELLIGENCE

Article I. General

1. In these General Terms and Conditions, hereinafter referred to as: "General Conditions", the following expressions have the meanings stated:
 - a. Connection: the ability to use (Telecommunication) Services on the Network.
 - b. Subscription: the part of the Agreement relating to the expenses charged in respect of the Connection and invoiced regularly or as a one-off.
 - c. Purchaser / Contracting Party: the natural or legal person, as well as a collaborative arrangement without legal personality with whom Moving Intelligence has entered into an Agreement.
 - d. Services: the whole or a part of (Control Room) Services delivered by Moving Intelligence and/or third parties.
 - e. End User: the (natural) person who purchases a Product and/or also uses a Connection for private or business purposes without necessarily having an Agreement with Moving Intelligence.
 - f. Incorporation: the incorporation of a Product in an object.
 - g. Installation: all work related to the incorporation, removal or replacement of the Product in an object.
 - h. Mobile Network: telecommunication network intended for mobile Telecommunication Services installed and maintained by a third party.
 - i. Network: the (network) infrastructure, which (for the moment) shall be delivered by the telecommunication and/or service provider, which Moving Intelligence uses, wholly or in part, for, including but not limited to, (mobile) (Telecommunication) Services.
 - j. Agreement: an Agreement on the basis of which Moving Intelligence delivers and maintains one or more Products and/or Services and/or carries out the Installation of a Product.
 - k. Product: a product of Moving Intelligence or third parties as well as the accompanying services.
 - l. SIM-card: a chip card or chip required for a connection to the Mobile Telephone Service.
 - m. Moving Intelligence: the private limited company Moving Intelligence B.V., based in Zaltbommel.
 - n. Telecommunication Service: the Service consisting wholly or in part in the transfer or routing of signals on the Network and/or other telecommunication networks.
 - o. Removal: the removal of a Product from an object.
 - p. Other Party: Contracting Party and/or End User.
2. When these conditions form part of offers and agreements for the delivery of Products and/or the rendering of Services, as well as the Installation by Moving Intelligence, all the provisions of these conditions shall apply between the parties insofar as they have not been expressly departed from such by both parties jointly in writing.
3. Stipulations which depart from the stipulations included in these conditions, such as the purchase conditions or other conditions of the Other Party, only apply if and insofar as they have been formed in consultation with Moving Intelligence and have been expressly accepted by Moving Intelligence as such in writing.

Article II. General provisions

1. The Other Party purchases a Product on the basis of an Agreement which can be Installed in an object and which can be related to Services.
2. With (mobile) (Telecommunication) Services, the transport of data takes place wholly or in part through the ether or other communication links. The data can therefore also be picked up by others than for who they are intended. Moving Intelligence shall endeavour to make all this more difficult for third parties.
3. With (mobile) (Telecommunication) Services, the possibilities to establish connections and the quality of the connections may not be equal in every place and at all times. The differences relate, inter alia, to the used mobile peripheral devices, the radio cover of the mobile Network, the level of telecommunication traffic and atmospheric conditions.
4. Moving Intelligence shall endeavour to have the service provision operate as uninterrupted as possible. However, it is technically impossible to prevent every fault or limitation of the service provision. Moving Intelligence shall remedy any faults or limitations in the service provision with due observance of the provisions of these General Conditions and as soon as possible. Liability for the failure or improper functioning of the service exists exclusively within the limits of article XVII of these General Conditions.
5. If one or more of these conditions are or will be contrary to any statutory provision, wholly or in part, these conditions will remain in force for the remainder whilst in addition the parties are deemed to have agreed whatever corresponds most with the purport of the provision deemed invalid.
6. Moving Intelligence is entitled to engage the assistance of third parties for the offer of its Products and Services, as well as the Installation of such. Moving Intelligence shall not be liable in any way for failures on the part of these third parties.

Article III. Offer

1. All offers made by Moving Intelligence are made without obligation, unless expressly otherwise agreed in writing.
2. If the offer is comprised of different amounts, Moving Intelligence is not obliged to perform part of the Service(s) for a corresponding part of the price referred to in the offer.
3. If the offer includes the delivery of Services and the Installation of the Product, this offer is based on performance of the agreement by Moving Intelligence, or a third party engaged by Moving Intelligence, under normal conditions and during normal working hours.
4. The period during which Moving Intelligence is obliged to stand by an offer, is one month from the day of dispatch of the offer or so much shorter as indicated in the offer.

Article IV. Agreement

1. An Agreement is entered into electronically or in writing after receipt of the order confirmation from the Other Party and is first formed on the day of signing or confirmation of the Agreement or order confirmation by Moving Intelligence, or on the day of dispatch of the order confirmation by Moving Intelligence respectively. Moving Intelligence shall offer the Other Party a copy of these General Conditions or send him a copy without charge on request. If the Other Party does not sign the Agreement or does not send it back to Moving Intelligence, this does not release the Other Party from the rights and obligations included in the Agreement. If the Purchaser / Contracting Party is a natural person, such a person can cancel the Agreement within 7 working days after the start date of the Agreement without having to state reasons. If this option to cancel is exercised, all Products and/or Services must be returned to Moving Intelligence in their original packaging or condition within 7 working days. If the Purchaser / Contracting Party remains in default, Moving Intelligence is entitled to charge such costs. Costs relating to Installation must always be paid even if the option to cancel has been exercised.
2. If this is required for the proper performance of the Agreement, Moving Intelligence is at all times entitled to have work carried out by third parties. Moving Intelligence can transfer the Agreement or order confirmation (partially) to third parties.
3. Any amendment and/or supplement to an Agreement is only realised if this has been expressly accepted in writing by Moving Intelligence. Amendments must be notified to Moving Intelligence on time and in writing.
4. Verbal promises and agreements with subordinates of Moving Intelligence do not bind Moving Intelligence until after and insofar as they have been confirmed by Moving Intelligence to the Other Party in writing.
5. Moving Intelligence is at all times entitled to investigate the credit worthiness of the Other Party before the Agreement is formed.
6. Moving Intelligence can refuse to enter into an Agreement with the Other Party if:
 - the Other Party is legally incapacitated;
 - the Other Party fails to comply with an obligation in these General Conditions and this non-compliance justifies such refusal, or it is likely that the Other Party will fail to comply with such an obligation;
 - the Other Party fails to comply with the financial obligations towards Moving Intelligence pursuant to earlier agreements.

Article V. Application and acceptance of Connections

1. For its Connections, Moving Intelligence shall make use of the Network of, inter alia, the telecommunication provider. The Connection application takes place at Moving Intelligence however, as it has acquired Connections with the telecommunication provider in its own name.
2. A Connection is applied for by completing and signing a form dedicated to this end during the formation of the Agreement, unless a different manner of application is agreed. At the request of Moving Intelligence, the applicant must identify himself in the manner to be indicated by Moving Intelligence and must provide all other information required by Moving Intelligence for the assessment of the application.
3. In the event of an application (partly) on behalf of another natural person or on behalf of a legal person or company, the representative must identify himself on request of Moving Intelligence in a manner to be indicated to this end and demonstrate his representative authority, where possible by means of a recent extract from the register of the Chamber of Commerce.



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4. The connection is formed the moment the application has been accepted by Moving Intelligence.

Article VI. Installation

1. Moving Intelligence is entitled to have the execution of the installation of the Product or parts of such, carried out by third parties. The Installation of the Product in the object shall take place at a location to be indicated by Moving Intelligence.
2. Before Installation can commence, the object in which the Installation has to take place shall be checked for a number of technical and visual aspects, hereinafter to be referred to as inspection.
3. On the basis of this inspection Moving Intelligence, or the third party it has engaged, reserves the right not to proceed with the Installation and to terminate the Agreement, including if the condition of the object or another circumstance having come to light, could give rise to this. The parties are then not entitled to any compensation or payment.
4. Moving Intelligence, or the third party it has engaged, is entitled to deliver Products or Services which deviate to a minor degree from the Products and Services described in the Agreement but which can functionally be equated with such. If in the view of the Contracting Party and/or the End User, Moving Intelligence, or the third party it has engaged, has delivered the (installed) Products and Services in such a way that they materially deviate from the agreed (installed) Products or Services, the Other Party is entitled to terminate the Agreement within 7 working days after the Other Party has discovered the deviation or could reasonably have discovered this. Moving Intelligence is under no circumstances obliged to pay compensation for any resulting loss.

Article VII. Putting Connections and Services into service

1. After the Installation of a Product, Moving Intelligence shall ensure that the Other Party's SIM-cards are connected to the Network as soon as possible so that Moving Intelligence can deliver the Services agreed with the Other Party, without prejudice to the other provisions in these General Conditions.
2. Moving Intelligence shall ensure that the Other Party is allocated one or more numbers.
3. Neither the Contracting Party nor the End User can claim particular numbers from Moving Intelligence. Moving Intelligence may change one or several issued numbers if urgent reasons so dictate. Moving Intelligence is not liable for any loss which arises from a change in one or several numbers.
4. Moving Intelligence offers the agreed services exclusively in the agreed countries and/or areas. If no exhaustive list of countries and/or areas is provided, the service provision is deemed to have been agreed for the country of establishment of the relevant Moving Intelligence branch. Unless expressly otherwise agreed in writing, international service provision means service provision in Europe. Europe means: Ireland, United Kingdom, Norway, Sweden, Denmark, Finland, Netherlands, Belgium, Luxembourg, France, Spain, Andorra, Portugal, Germany, Switzerland, Lichtenstein, Austria, Italy, Monaco, San Marino, Vatican City, Poland, Czech Republic, Slovakia, Hungary, Romania, Slovenia, Croatia and Greece.

Article VIII. Price

1. The prices stated by Moving Intelligence in the offer and/or Agreement are, unless otherwise stated, exclusive of turnover tax and other government levies imposed on the performance of service(s) and are binding, unless otherwise agreed in writing. The prices are inclusive of costs of packaging but exclusive of costs of transport, delivery and insurance, unless otherwise agreed. The Services to be carried out by Moving Intelligence are calculated inclusive of assembly, installation and operation-ready delivery of the Products at the location stated in the offer and/or agreement and inclusive of all costs, with the exception of those costs which pursuant to the previous paragraphs and/or other provisions in these conditions are not included in the price.
2. If after the date of formation of the agreement, taxes, levies or other burdens are changed or introduced by government, and in the event of other changes in price increasing factors, including prices of foreign networks, changes by supply companies, Moving Intelligence is entitled to raise the prices accordingly. Prices may be subject to annual indexation.
3. If as a result of unforeseen measures taken by national and/or European (government) bodies, as well as by the Independent Post and Telecommunications Authority (OPTA), Moving Intelligence must make changes to any part of the Agreement, Moving Intelligence may in connection with their interrelationship change all prices.
4. The extra costs as a result of changes in the Agreement at the request of the Other Party during and/or after its performance, may be charged to the Other Party as additional work.
5. Moving Intelligence shall notify the Other Party as soon as possible of a price change as a result of circumstances set out in this article.
6. Costs estimates and plans will not be invoiced separately unless otherwise agreed in writing. If in the event of any subsequent orders of the Other Party, Moving Intelligence must make new drawings, calculations, descriptions, models or tools and such like for Products and/or Services, the resulting extra costs are charged to the Other Party.

Article IX. Performance of the Agreement and delivery

1. Moving Intelligence shall observe the agreed delivery period of the Product, its Installation and the services as far as possible but it shall never be regarded as a strict deadline. On exceeding the delivery period, Moving Intelligence shall enter into consultation with the Other Party.
2. The delivery period commences at the last of the following dates:
 - a. the day of the formation of the agreement;
 - b. the day of receipt by Moving Intelligence of the documents, information, permits and such like required for the performance of the agreement,
 - c. the day of the fulfilment of the formalities required for the work to commence;
 - d. the day of receipt by Moving Intelligence of all that to be paid in advance by the Other Party in accordance with the agreement before the commencement of the work.
3. The delivery period is based on the work conditions applicable at the time the agreement was entered into and on the timely delivery of the materials ordered by Moving Intelligence for the performance of the agreement. If through no fault of Moving Intelligence a delay arises as a result of changes of said work conditions or due to the fact that the materials ordered on time for the performance of the agreement are not delivered on time, the delivery period is extended insofar as required.
4. The delivery of the Product, the Installation of such and the Services consists of:
 - the correct and prompt execution of all setups, provisions and/or conditions required for the delivery of the Product, the Installation of such and/or the carrying out of the agreed service(s) by Moving Intelligence.
5. The delivery of work, Products and Services is completed:
 - either when the Other Party takes the Products and Services (at an early stage) into use, on the proviso that by taking into use part of the (installed) Products and Services, those parts of the Agreement are deemed to have been delivered;
 - or when Moving Intelligence notifies the Other Party that the work has been completed and the (installed) Products and Services are ready for taking into operation;

Article X. Complaints

1. Without prejudice to the provisions below, the Other Party shall inspect the Product as soon as possible after Installation or after the services have been rendered respectively.
2. In respect of the existence of directly observable defects or shortcomings, the Other Party shall within 5 (five) days after the delivery of the Product or after the service(s) being rendered, notify Moving Intelligence by registered letter. If this term has expired without any written and specified notification of well-founded complaints, the (installed) Product is deemed to have been accepted by the Other Party.
3. Products collected by the Other Party from Moving Intelligence shall be deemed to have been inspected by the Other Party at that time so that no complaints can be made in this respect.
4. The Other Party shall in any event not be able to make a claim against Moving Intelligence after the Other Party has used, treated or processed (a part of) the Product, whether or not installed.
5. If there is a complaint in respect of a part of the Product, this does not provide grounds for the rejection of the entire product.

Article XI. Force majeure

1. Both parties are entitled without recourse to the courts, to (partially) suspend the performance of the Agreement for at most 6 months or terminate it without any right to compensation arising if one of the parties is in default of one or more of the obligations under the Agreement as a result of force majeure. All that payable under the Agreement to Moving Intelligence shall become immediately due and payable.
2. Force majeure on the part of Moving Intelligence includes measures or directions by the Independent Post and Telecommunication Authority (OPTA) that prevent the Network and Moving Intelligence from carrying out the agreed works and from delivering Products and Services, the failure by one or more suppliers of Moving Intelligence to comply with their obligations, transport issues, fire, strikes and work interruptions and loss of the parts to be processed.
3. As soon as a force majeure situation occurs, the parties must notify each other of this.



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Article XII. Payment and collection

1. Payments must in principle be made immediately on delivery, unless otherwise agreed in writing. However, if the product, in accordance with the agreement, is delivered by Moving Intelligence in operation-ready condition, or if Service(s) are delivered by Moving Intelligence to the Other Party, payment shall take place at the latest on the date stated on the invoice.
2. All payments must be made, without any suspension, deduction or settlement, at the offices of Moving Intelligence or into a bank or giro account to be indicated by Moving Intelligence.
3. The moment of payment is always deemed to be the time on which the payable amount is credited to the bank or giro account of Moving Intelligence, or payment in cash has been received at the offices of Moving Intelligence as evidenced by a receipt drawn up by Moving Intelligence.
4. If the Other Party fails to pay within the agreed or set term(s), the Other Party is deemed to be in default by operation of law and Moving Intelligence is entitled, without any notice of default being required, to charge the Other Party from the due date (invoice date) interest on the amount to be paid at a percentage of the statutory interest applicable at the time and is also entitled to all judicial and extra-judicial costs relating to the collection of its claim. The extra-judicial costs are set at 15% exclusive of VAT of the claimed amount, with a minimum of EUR 125 (in words: one hundred and twenty five Euro).
5. If the default is not cleared within a reasonable term, Moving Intelligence is entitled to terminate the agreement.

Article XIII. Transfer of risk and ownership and retention of title

1. Immediately after the delivery of the (installed) Product and the Services is deemed as having been delivered in the meaning of article IX.5, the Other Party bears the risk of all direct and indirect damage to/loss resulting from this (installed) Product or Services, unless this can be attributed to gross negligence of Moving Intelligence. Shipment of the product therefore takes place for the account and at the risk of the Other Party, unless otherwise agreed in writing and except in the event of gross negligence on the part of Moving Intelligence. If after a notice of default, the Other Party still fails to take delivery of the Product, Moving Intelligence shall be entitled to invoice the costs of storage of the product to the Other Party.
2. Without prejudice to the provisions in the previous paragraph, the ownership of the (installed) Product only transfers to the Other Party if all that the Other Party owes Moving Intelligence pursuant to the delivery of Products, their Installation and the carrying out of the Service(s), including interest and costs, has been paid to Moving Intelligence in full.
3. In the appropriate case, Moving Intelligence shall be entitled to unhindered access to the (installed) Product and/or the place where the (installed) Product is located. The Other Party shall render Moving Intelligence all the cooperation in order to give Moving Intelligence the opportunity to exercise the retention of title set out in paragraph 2 of this article by repossessing the Product, including any required disassembly.
4. The Other Party is not entitled to dispose of, encumber or otherwise grant rights to third parties in respect of the Products and Services for which any payment is still due to Moving Intelligence. The Other Party is obliged to immediately notify Moving Intelligence in writing of the fact that third parties are exercising rights to the Product that is subject to a retention of title of Moving Intelligence.
5. The SIM-cards provided by Moving Intelligence remain the property of Moving Intelligence. If Moving Intelligence so requests, the Other Party is obliged to return the SIM-card(s) immediately to Moving Intelligence. Unreturned SIM-cards are invoiced to the Other Party in addition to already payable costs at the rates then in force.
6. The Other Party must prevent theft, abuse, loss and damage of the SIM-cards and is liable for all loss suffered by Moving Intelligence due to fraudulent use, theft, abuse, loss and damage.

Article XIV. Intellectual and industrial property rights

1. All intellectual and industrial property rights to all the Products developed or made available and Services delivered pursuant to the offer and/or agreement, are exclusively vested in Moving Intelligence. The Other Party exclusively acquires the user rights and powers as expressly granted in writing by Moving Intelligence in the Agreement and/or these conditions or otherwise, and in all other respects the Other Party shall, except with the express written permission of Moving Intelligence, not reproduce or make copies of said Products and Services.
2. The Other Party is not permitted to remove or change any markings relating to copyrights, brands, tradenames or other intellectual and industrial property rights from the delivered Products and/or Services. Products and/or Services brought onto the market by Moving Intelligence not carrying a tradename at the moment of delivery, may only be traded by the Contracting Party or End User under a tradename which has acquired the prior written approval of Moving Intelligence.
3. On breach or violation of the intellectual property rights of Moving Intelligence, the Other Party shall owe a contractual, immediately due and payable penalty of EUR 25,000 (in words: twenty-five thousand Euro). All this without prejudice to the right of Moving Intelligence to recoup the actual loss suffered.

Article XV. Guarantee

1. If the delivered Products, the Installation of such or the delivered Services show a defect, the Other Party is entitled to the free rectification, applicable in the country where the Installation took place, by Moving Intelligence or a third party by means of (at the discretion of Moving Intelligence) repair, replacement or re-execution provided the following cumulative conditions are satisfied:
 - the defect is not the result of a cause attributable to the Other Party, including abnormal business conditions, insufficient maintenance or improper use of the installed Product and/or Services;
 - the defect has come to light within 3 months after delivery of the relevant installed Product or delivery of the Service(s);
 - the defect has come to light within the guarantee period of 24 months, unless a different guarantee period has been indicated by Moving Intelligence in writing;
 - the defect has been notified to Moving Intelligence in writing within 14 days after it could reasonably have been detected;
 - the Installation, any additions, changes, repairs, maintenance works, defect remedies and such like have not been carried out by any other than persons or organisations appointed by Moving Intelligence;
 - settings of the Product have not been changed by any other than by persons or organisations appointed by Moving Intelligence;
 - the Other Party gives Moving Intelligence the opportunity to remedy the defect within a reasonable term;
 - performance is not permanently impossible.
2. Moving Intelligence does not offer a guarantee on batteries or storage batteries.
3. In the event of rectification, the removed parts become the property of Moving Intelligence.
4. Any shortcomings in rectification are subject to a renewed rectification obligation in accordance with the provisions in this article but for no longer than three months after determination of the shortcoming in rectification.

Article XVI. Personal and traffic data

1. Moving Intelligence is responsible for the protection of personal data and the protection of the privacy of the Contracting Party and the End User and this without prejudice to all that provided by or pursuant to the Telecommunications Act, the Personal Data Registration Act and the Dutch Personal Data Protection Act.
2. In connection with Moving Intelligence's business operations, Moving Intelligence processes - with the permission of the Contracting Party and the End User - personal data and non-anonymised traffic data as referred to in and with due observance of section 11 of the Telecommunication Act as well as the Personal Data Registration Act and the Personal Data Protection Act for purposes such as invoicing, accounts receivables management, interconnection and special access payments, adjudication and resolution of disputes, traffic management, information to the Contracting Party and the End User, other own traffic data, information to emergency services and control rooms and fraud prevention.
3. In connection with Moving Intelligence's business operations, Moving Intelligence processes - with the permission of the Contracting Party and the End User - personal data and non-anonymised traffic data for purposes such as market research and activities relating to its own services.
4. Moving Intelligence may provide data to third parties for the benefit of generally available paper or electronic telephone services or subscription information services and for commercial, charitable and non-commercial purposes, unless the Other Party has made it known not to grant permission for this.
5. The Contracting Party and/or End User have an information, inspection and correction right relating to the personal data included of them.
6. Moving Intelligence provides the number and the accompanying personal data to the administrators of an emergency number for public services in accordance with the Telecommunication Act, and further to the police and the judicial authorities as required by or pursuant to the Code of Criminal Procedure.
7. The Contracting Party and/or the End User can send their requests for the withdrawal of their consent for the processing in accordance with paragraph 3 and 4 of this article and requests for information in accordance to paragraph 5 of this article to: Moving Intelligence, Hogeweg 33, 5301 LB, Zaltbommel, the Netherlands.



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Article XVII. Liability

1. Moving Intelligence is exclusively liable for the (direct) loss, not being loss of profit, trading loss, loss due to delay, immaterial loss and other indirect loss, suffered by the Other Party, whereby the obligation to pay compensation is limited to the amounts indicated in the relevant cases:
 - if during the performance of the work or the delivery of the Products or Services loss has arisen due to an attributable failure of Moving Intelligence or by a third party it has engaged, Moving Intelligence shall pay the costs of repair or replacement up to a maximum of EUR 25,000.
 - if due to an attributable failure by Moving Intelligence or the third party it has engaged, the performance of the work or the delivery of Products or Services resulted in death or physical injury, up to a maximum of EUR 125,000.
2. Moving Intelligence is not liable for loss as a result of (temporary) limitations or the failure of the communication links, the consequences of incorrect or disrupted transfer as well as the limited performance within the communication links or for the accuracy and/or speed of the (information) services delivered by the operators of the communication links. Failures by other telecommunication networks and Telecommunication Services providers with which the communication links of Moving Intelligence are connected, are not attributable to Moving Intelligence. Moving Intelligence is not liable for loss of data on any information carrier used or delivered by Moving Intelligence. Moving Intelligence is not liable for deviating data; the Other Party is aware that location and/or communication data may deviate from the actual situation. Moving Intelligence is under a best efforts obligation to keep the data it manages operational and accessible as far as possible and to limit any faults to a minimum. Moving Intelligence is not liable for limited functionalities due to the software and/or hardware not corresponding with the software and/or hardware recommended by Moving Intelligence.
3. Moving Intelligence endeavours, insofar as this in view of the circumstance of the case can reasonably be expected of it, to remedy the limitations or the failure of the (communication) links within an as short a period as possible.
4. The Other Party acknowledges that the Services may be negatively affected and may be (temporarily) unavailable due to causes related to physical factors (buildings and tunnels for example), atmospheric circumstances, jammers, faults in the interconnection with other telecommunication networks, adjustments or maintenance to the communication links. These circumstances do not lead to any liability of Moving Intelligence or to a reduction of the agreed rates.
5. The Other Party must notify Moving Intelligence in writing of the loss as soon as possible but in any event within 7 (seven) working days after the occurrence or the discovery of the loss. If Moving Intelligence has not been notified of the loss within this term, it is not obliged to compensate the loss unless the Contracting Party makes it plausible that it in all reasonableness had been unable to notify Moving Intelligence earlier.
6. The Other Party is at all times obliged to act in a loss-limiting manner and always give Moving Intelligence the opportunity to undo the loss itself. Repairs by third parties are never refunded by Moving Intelligence, unless Moving Intelligence has given its express written permission for the repair to the repairer and the Purchaser.
7. In the event of theft, abuse or embezzlement, Moving Intelligence is fully excluded from liability.

Article XVIII. Obligations of the Contracting Party

1. The Other Party is obliged towards Moving Intelligence to allow the performance of the Agreement or the delivery of the Products, the Installation of such and Services on the times/dates as indicated by Moving Intelligence and on conditions which comply with the statutory safety requirements and other government regulations.
2. If the delivery of the Product and Services is delayed due to circumstances for which the Other Party is responsible, all the costs and/or loss arising from such for Moving Intelligence must be paid by the Other Party.
3. The Other Party is responsible for the proper accessibility of the location where the work must be carried out.
4. The Other Party bears the risk of loss caused by defects, delayed delivery or unsuitability of goods and auxiliary personnel which originate from the Other Party and/or are prescribed by the Other Party to Moving Intelligence and/or must be obtained from a prescribed supplier.
5. The Other Party indemnifies Moving Intelligence against all claims by third parties, including loss as a result of breaches of intellectual and industrial property rights, as a result of the use of goods prescribed by the Other Party.
6. Without the prior written permission of Moving Intelligence, the Other Party shall refrain, both during the performance of the Agreement and during six months after delivery, from approaching persons and/or organisations engaged by Moving Intelligence in the performance of the Agreement for the performance of its own work.
7. The Other Party may not (re)deliver Products or Services to third parties, unless otherwise agreed.

Article XIX. Termination of the Agreement

1. Moving Intelligence is entitled, without any recourse to the court and without notice of default being required, to either suspend the performance of the Agreement or terminate the Agreement early if the Other Party:
 - is in any way in default, or after entering into the Agreement finds itself in circumstances giving Moving Intelligence good grounds to fear that the Other Party shall not comply with its obligations and is not able, on request of Moving Intelligence, to offer sufficient security to this end;
 - has applied for a (provisional) moratorium or this has been granted to the Other Party;
 - has petitioned for bankruptcy or has been declared bankrupt;
 - has submitted an application in connection with the Debt Management (Natural Persons) Act;
 - (possibly) causes damage to the Network, causes nuisance and/or danger to the health of the employees of Moving Intelligence and/or any third party it has engaged and/or fellow-users of the mobile Network or mobile Telecommunication Services;
 - uses the Services offered by Moving Intelligence for criminal acts punishable in the Netherlands;
 - for any other reason is or will be refused by the insurance company of the Other Party;
 - has concealed (criminal) facts from Moving Intelligence or the insurance company of the Other Party.As a result of these circumstances, all claims of Moving Intelligence under the Agreement become immediately due and payable.
2. Moving Intelligence can terminate the Agreement without recourse to the court or a notice period being required if the access to (and operation of a part of) the mobile Network granted to Moving Intelligence by a third party ends or is withdrawn without new permission being given or if other circumstances occur which make the performance of the Agreement impossible or disproportionately onerous.
3. The suspension and/or termination by Moving Intelligence in the circumstances referred to in both the above paragraphs, takes place by means of a written statement without Moving Intelligence being obliged to pay any compensation to the Other Party.
4. The Other Party is not entitled to terminate the Agreement before the expiry of the agreed contract term. Notice to terminate the Agreement by the Other Party must be given in writing 1 month before the expiry of the agreed contract term. The notice to terminate is only accepted as being on time by Moving Intelligence if the notification has been received by Moving Intelligence before the date referred to above. If the notice to terminate is not on time, the Agreement is extended with the agreed term. There will not be any refund, unless confirmed in writing by Moving Intelligence. If the Other Party is a natural person, he/she can terminate the Agreement without stating reasons at any moment with due observance of a notice period of one month, except for Agreements with a term of one year or longer. In the event of an Agreement term of one year or longer, it applies that the termination by a natural person may take place at any time whereby the termination is accepted after the first year of the agreed term. If a natural person does not exercise these termination options then after the agreed period, the Agreement is extended for an indefinite period with a notice period of one month. If applicable, there will be a refund to natural persons of any overpaid amounts.
5. If the Agreement is cancelled by the Other Party or terminated by Moving Intelligence before the end of the agreed contract term as a result of the causes referred to in paragraph 1 or due to the failure by the Other Party to perform the Agreement in any other way, the Other Party owes Moving Intelligence the total of the following replacement payments or compensation:
 - the entire agreed subscription amounts, without any discounts, until the end of the agreed period, as well as a proportional part of the value of the delivered goods:
 - a. the discounts granted to the Other Party on the delivered Services, and/or
 - b. the contribution of Moving Intelligence in the buy-out of the subscriptions preceding this Agreement, and/or
 - c. any direct payment or free delivery to the Other Party;all this related to the agreed contract period, and relating to the discounts and gifts granted in the performance of the Agreement.

Article XX. Complaints and disputes

1. In the event of complaints or disputes relating to these General Conditions or the Agreement which is governed by the current General Conditions, wholly or in part, or as a result of further agreements which are a result of such an Agreement, the Other Party must in the first instance contact Moving Intelligence on the telephone number or correspondence address stated on the invoice. Moving Intelligence shall substantively respond to this within 30 days from receipt of the complaint unless this is reasonably not possible. In that case, Moving Intelligence shall notify - stating reasons - the Other Party within the said term when, at the latest, a substantive response will be given to the Other Party.
2. After receipt of a written rejection from Moving Intelligence or after expiry of the date on which in accordance with the previous paragraph a response should have been given by Moving Intelligence, the Other Party is entitled to submit the dispute to the Court in Arnhem with jurisdiction to this end.



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Article XXI. Applicable law

These General Conditions and all agreements to which these General Conditions apply, wholly or in part, or further agreements which are a result of such agreements, are governed by Dutch law, applicable to the Kingdom in Europe.

Article XXII. Amendments to the conditions

1. The General Conditions can be amended by Moving Intelligence during the Agreement.
2. Amendments to the General Conditions also apply in respect of the already existing Agreement.
3. The amendments come into force 30 days after announcement or at a later date stated in the announcement.
4. If the Other Party does not wish to accept the amendment to the General Conditions, the Other Party can cancel the Agreement by means of a written notice from the date on which the new conditions come into force. The cancellation must take place on time. The notice to terminate is only accepted as being on time by Moving Intelligence if the notification has been received by Moving Intelligence before the date referred to above.

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