



MOVING INTELLIGENCE

GENERAL TERMS AND CONDITIONS OF MOVING INTELLIGENCE B.V.

Article I. General

1. These General Terms and Conditions, hereinafter referred to as: 'General Conditions' are divided into 4 sections: a General Section that applies to all agreements, offers and other legal relationships which Moving Intelligence B.V. enters into with an Other Party and three special sections covering the delivery of the Product, Services (subscriptions) and Installation respectively, applicable to the extent that they are part of the agreed work or the Products/Services to be delivered.

A. GENERAL SECTION

Article II. Definitions

1. In these General Conditions, the following expressions have the meanings stated:
 - a. Connection: the ability to use Telecommunications or other 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: telecommunications network intended for mobile Telecommunication Services installed and maintained by a third party.
 - i. Network: the network or other infrastructure, which (for the moment) shall be delivered by the telecommunications and/or service provider, which Moving Intelligence uses, wholly or in part, for example but not exclusively for (mobile) Telecommunications and other 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. Stipulations that depart from the stipulations included in these conditions, such as the purchase, tender or other purchase or other conditions of the Other Party, are expressly excluded and 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 III. 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. If one or more of these conditions are or will be contrary to any statutory provision, wholly or in part, the other conditions will remain in force whilst, in addition, the parties will mutually agree a provision to replace the void provision which corresponds as closely as possible with the purport of the provision to be replaced.
3. 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. If there is a direct contractual relationship between the Other Party and those third parties, Moving Intelligence shall not be liable in any way for failures on the part of those third parties.
4. Moving Intelligence cannot, either as a result of any action, communication, or assurance by an employee or representative not authorised for that purpose or tacitly, be deemed to have agreed to conditions applied by the Other Party or with a modification to these conditions/to the Agreement that has not been agreed upon in writing.
5. Unless Moving Intelligence has expressly informed the Other Party otherwise, in writing, following a one-off Agreement reached pursuant to the foregoing the resulting or new agreements between the parties will also be governed by these conditions, including if the Agreement is subsequently established by telephone, fax, or email.
6. Should more than one natural person and/or legal entity be acting as the Other Party or behaving as such, all shall be jointly and severally liable towards Moving Intelligence.
7. Moving Intelligence has the right to transfer its rights and obligations under the respective Agreement, as well as ownership of the respective goods, to third parties. The Other Party may not transfer its rights and obligations towards Moving Intelligence to third parties without the written permission of Moving Intelligence.

Article IV. Offer

1. All offers made by Moving Intelligence are made without obligation, unless expressly agreed to the contrary in writing.
2. If the offer is comprised of different amounts, Moving Intelligence is not obliged to perform part of the Agreement for a corresponding part of the price quoted in the offer.
3. If Moving Intelligence has performed calculation work as part of an offer at the Other Party's request and subsequently no agreement is established, the Other Party shall owe reasonable compensation to Moving Intelligence for the calculation work undertaken which, in any event, will comprise an hourly fee for work done.
4. If the offer includes the delivery of Services and the Installation of the Product, said 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.
5. The period during which Moving Intelligence is obliged to stand by an offer is 30 days from the day of dispatch of the offer or such shorter period as indicated in the offer.

Article V. 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 shall not release the Other Party from the rights and obligations included in the Agreement. If the Purchaser/Contracting Party is a natural person, such person may cancel the Agreement within 14 days of 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 14 days. If the Purchaser/Contracting Party remains in default, Moving Intelligence shall be entitled to charge such costs. Costs relating to Installation already incurred 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.
3. Any amendment and/or supplement to an Agreement shall only be effected if expressly accepted, in writing, by Moving Intelligence. Amendments must be notified to Moving Intelligence on time and in writing.
4. Moving Intelligence is at all times entitled to investigate the creditworthiness of the Other Party before the Agreement is formed.
5. 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;
 - the Other Party fails to comply with the financial obligations towards Moving Intelligence pursuant to earlier agreements;
 - Moving Intelligence has a well-founded fear, at its sole discretion, that the Other Party will not fulfil its obligations towards Moving Intelligence.



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6. Moving Intelligence cannot be required to commence performance of the agreement until such time as all the necessary information, including an order confirmation signed for approval by the Other Party, is in its possession and it has received any agreed payment or instalments.

Article VI. 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 the government, and in the event of other changes in price-increasing factors, including prices of foreign networks and changes by supply companies, Moving Intelligence shall be entitled to charge these price increases on to the Other Party, provided these price increases are not more than 10% of the original price. If the price increases exceed 10% of the original price, Moving Intelligence will inform the Other Party of this and the Other Party shall have the choice to terminate the Agreement; in this case, however, Moving Intelligence shall not become liable to pay compensation to the Other Party. Notwithstanding the foregoing, Moving Intelligence is entitled to apply annual indexation, if the Agreement is concluded for a period of more than 12 months.
3. If, as a result of unforeseen measures taken by national and/or European government and other 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 revise all prices to ensure better consistency.
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 placed by the Other Party, Moving Intelligence must make new drawings, calculations, descriptions, models or tools and the like for Products and/or Services, the resulting extra costs will be charged to the Other Party.

Article VII Performance of the Agreement and delivery

1. Moving Intelligence shall observe the agreed delivery period for 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 now ready for operation.

Article VIII. 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. The Other Party shall notify Moving Intelligence of the existence of directly observable defects or shortcoming within 5 (five) days of delivery of the Product or of the service(s) being rendered, by registered letter. If this term has expired without any written and specified notification of well-founded complaints, the (installed) Product shall be deemed to have been accepted by the Other Party.
3. Products collected from Moving Intelligence by the Other Party must be inspected at the time of collection for visible defects. If the Other Party does not complain about visible defects immediately, before leaving the premises of Moving Intelligence, the Product shall be deemed free of visible defects.
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, insofar as visible defects are involved.
5. If there is a complaint in respect of a part of the Product, this shall not constitute grounds for the rejection of the entire product.
6. If complaints are recognised, at Moving Intelligence's discretion, as being well founded, Moving Intelligence may either repair the defects or settle the amount via the net invoice.
7. Complaints about invoices must also be submitted in writing, within 5 (five) days of the date on which the invoices were sent.
8. The submission of a complaint shall not discharge the client from its obligations under the agreement with Moving Intelligence.

Article IX. 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. Everything that is payable under the Agreement to Moving Intelligence shall become immediately due and payable.
2. Force majeure on the part of Moving Intelligence includes Moving Intelligence being prevented, after the conclusion of the purchase agreement, from fulfilling its obligations arising from that agreement as a consequence of war, threat of war, civil war, riot, act of war, fire, water damage, flood, strike, sit-down strike, lockouts, import and export restrictions, government measures, failures of machinery and disruption to the supply of energy, all occurring both in the business operations of Moving Intelligence and at third parties from whom Moving Intelligence must procure all or some of the required equipment or raw materials, as well as during storage or in transit, whether or not undertaken by Moving Intelligence itself, and furthermore by all causes arising outside the control or risk management of Moving Intelligence.
3. Force majeure on the part of Moving Intelligence includes measures or directions by the Independent Post and Telecommunications Authority (OPTA) that prevent the Network and Moving Intelligence from carrying out the agreed works and from delivering Products and Services, and/or failure or inadequate functioning (temporarily or for a longer period) of telecommunications services, which must also be understood to mean the services involved in sending and receiving a GPS signal.
4. As soon as a force majeure situation occurs, the parties must notify each other of this.

Article X. 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 at 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.



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4. If the Other Party fails to pay within the agreed or set term(s), the Other Party shall be deemed to be in default by operation of law and Moving Intelligence shall be entitled, without any notice of default being required, to charge the Other Party from the due date (invoice date) interest on the amount due at a percentage of the statutory interest applicable at the time in accordance with Articles 6:119 and 6:119A Dutch Civil Code, depending whether the Other Party entered into the Agreement in the conduct of its profession or business, and shall also be entitled to all judicial and extrajudicial costs relating to the collection of its claim. The extrajudicial 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 euros), for Other Parties who are not a natural person. For natural persons, the stipulations made by the government apply, as set out in the relevant graduated scale of extrajudicial collection costs (BIK).
5. If the default is not cleared within a reasonable term, Moving Intelligence shall be entitled to terminate the agreement.
6. Moving Intelligence is entitled to demand what it considers to be adequate security for the fulfilment of the client's performance obligation, upon first request, before proceeding with delivery or with the delivery or fulfilment of the agreement.

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

1. Immediately after the delivery of the (installed) Product and the Services has taken place, the Other Party bears the risk of all direct and indirect damage to/loss resulting from said (installed) Product or Services, unless this can be attributed to gross negligence on the part 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, ownership of the (installed) Product only transfers to the Other Party if everything 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 in full to Moving Intelligence.
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 and, in these General Conditions, gives consent to accessing its premises. The Other Party shall render Moving Intelligence full cooperation in order that Moving Intelligence shall have 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 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 and will hold Moving Intelligence harmless in that respect.

Article XII. 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 is without prejudice to the right of Moving Intelligence to recoup the actual loss suffered.

Article XIII. Guarantee

1. If the delivered Products, the Installation of such or the delivered Services show a defect, the Other Party shall be entitled to 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 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 Other Party is obliged to consult the available data in its account at least once a month, to make sure that everything is working properly;
 - the Installation, any additions, changes, repairs, maintenance works, defect remedies and suchlike have not been carried out by any party other than persons or organisations appointed by Moving Intelligence;
 - settings of the Product have not been changed by any other parties other than by persons or organisations appointed by Moving Intelligence;
 - the Other Party has not itself attempted to rectify the Product or Service or otherwise processed it, all at the sole discretion of 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.
5. Should it become apparent that the Other Party has attempted itself to rectify, or has otherwise processed, the Product or Service, causing the right to a guarantee to be forfeited, Moving Intelligence shall have the right to recover in full from the Other Party the investigation costs it incurred in connection with investigating whether the Product or Service could be rectified under guarantee.

Article XIV. 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, without prejudice to the stipulations laid down in 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 Telecommunications Act as well as the Personal Data Registration Act and the Personal Data Protection Act and GDPR 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 that it does not 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 pertaining to 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 Telecommunications Act. Moving Intelligence will not provide any personal data to the Police and Judicial Authorities, unless it receives a written request to do so from the competent authorities pursuant to the relevant provisions of 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 paragraphs 3 and 4 of this article and requests for information in accordance with paragraph 5 of this article to: Moving Intelligence, Hogeweg 33, 5301 LB, Zaltbommel, the Netherlands.

Article XV. 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:



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- if during the performance of the work or the delivery of the Products or Services loss has arisen due to an attributable failure by Moving Intelligence or a third party it has engaged, Moving Intelligence shall pay the costs of repair or replacement up to a maximum of EUR 25,000, or at least the sum for which Moving Intelligence is insured in that regard;
 - 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 diverging data; the Other Party is aware that location and/or communication data may diverge 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 minimise any faults. 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 is not liable for loss arising from a circumstance in which data of the Other Party have been hacked by a third party. Moving Intelligence is not liable for loss arising due to a stolen vehicle no longer being locatable, or any loss connected with delayed investigation.
 4. Moving Intelligence endeavours, insofar as this can reasonably be expected of it in the circumstances, to remedy the limitations or the failure of the communication or other links within as short a period as possible.
 5. The Other Party acknowledges that the Services may be negatively affected and may be (temporarily) unavailable due to causes related to physical factors (such as buildings and tunnels), atmospheric circumstances, jammers, faults in the interconnection with other telecommunications networks, adjustments or maintenance to the communication links. These circumstances do not entail any liability on the part of Moving Intelligence or a reduction of the agreed rates.
 6. 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 a plausible case that, in all reasonableness, it was unable to notify Moving Intelligence earlier.
 7. The Other Party is at all times obliged to act in a loss-limiting manner and to always give Moving Intelligence the opportunity to rectify 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.
 8. Moving Intelligence is not liable for direct or indirect loss or for consequences arising from a demand to provide data as referred to in Article XIV, paragraph 6 of these Conditions.

Article XVI. 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 which give Moving Intelligence good grounds to fear that the Other Party shall not comply with its obligations and is not able, at the 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;
 - The Other Party dies or is placed under guardianship;
 - The Other Party ceases, liquidates or transfers its business, or changes the objects of its business;
 - There is seizure on all or part of the Other Party's assets;
 - The Other Party fails to pay an invoice amount or part thereof within the specified period;
 - 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 Telecommunications 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 shall become immediately due and payable.
2. Moving Intelligence may 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. 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.

Article XVII. 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 the Other Party, stating reasons and within the said term, of the latest date by which 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 by which, in accordance with the previous paragraph, a response should have been given by Moving Intelligence, the Other Party shall be entitled to submit the dispute to the competent Court in Gelderland, location Arnhem.

Article XVIII. Applicable Law

1. 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. The applicability of the Vienna Sales Convention is excluded.

Article XIX. 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 shall only be accepted as being on time by Moving Intelligence if the notification has been received by Moving Intelligence before the date referred to above.

B. SPECIAL SECTION I, Delivery of goods

Article XX Delivery of goods

1. The delivery time indicated is always approximate and is never a strict deadline, unless expressly agreed to the contrary in writing. Failure to meet any delivery time shall not entitle the Other Party to compensation in any form, from any party whatsoever.
2. Moving Intelligence has fulfilled its delivery obligation by offering the goods once to the Other Party. An offer to deliver constitutes delivery. In the event of a refusal to take delivery, Moving Intelligence will not be obliged to deliver the goods until the client has paid the agreed price, including the costs incurred by Moving Intelligence as a consequence of refusal to take delivery.
3. Moving Intelligence shall be permitted to make partial deliveries of purchased goods. In that event, Moving Intelligence shall be entitled to invoice each part delivery separately;
4. Moving Intelligence is entitled, without giving reasons, to arrange delivery on a cash-on-delivery basis.
5. Whenever there is a change to the client's business situation (relocation, change of management etc), Moving Intelligence has the right, at its discretion, to immediately cease the delivery of outstanding orders or to demand security for the processing thereof. The same applies if Moving Intelligence becomes aware of unfavourable information about the Other Party. Furthermore, Moving Intelligence shall not be obliged to make delivery for as long as previous deliveries for which the purchase price is due and payable have not been paid for in full.
6. The Other Party shall ensure that the necessary access and transport facilities are available at the delivery address.



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7. Delivery shall be made to inside the first door on the ground floor.
8. Moving Intelligence will deliver the agreed goods to the client as per the description, quality and quantity indicated in the order confirmation, although minor discrepancies in colour, quality, dimensions and weights shall be permissible as long as they do not detract from the utility value of the goods.
9. Moving Intelligence has the right to make changes to the models of its goods and, where applicable, to deliver the model that has replaced a discontinued model.
10. Moving Intelligence exclusively warrants that the goods are suitable for normal use as provided for in the product description or instructions for use. Moving Intelligence does not warrant that the goods are suitable for the purpose for which the purchaser wishes to use them, even if that purpose has been notified to Moving Intelligence.
11. The client must inspect or cause the inspection of the purchased goods immediately upon delivery. This shall involve inspecting:
 - 1) Whether the packaging, wrapping and external condition of the goods are in order;
 - 2) Whether the correct goods have been delivered;
 - 3) Whether the quantity (in units or volume) corresponds to what was agreed;
 - 4) Whether the delivered goods satisfy the agreed quality requirements, or at least the requirements that may be made for the normal use of the goods.
12. Complaints regarding packaging, wrapping, external condition, correctness of the products delivered or correctness of the number of goods delivered must be noted directly on the consignment note/packing slip or the delivery receipt.

Article XXI Special obligations of the Other Party

1. The Other Party is obliged, when purchasing a Product, to register the End User with Moving Intelligence within an appropriate period so that the End User can be connected to the Network by means of a Connection to be implemented by Moving Intelligence, unless the Other Party is itself the End User. In this case, the Other Party must send the (digital) forms for Connection to Moving Intelligence within an appropriate period.
2. The Other Party is not entitled to ask a third party to facilitate a Connection if the Product was purchased from Moving Intelligence. All Connections must be created via Moving Intelligence.

Article XXII. Packaging

1. Moving Intelligence will properly package the goods to be delivered (unless the nature of the goods precludes this) and secure them in such a way that they reach their destination in good condition, when transported in a normal manner.
2. If Moving Intelligence has made pallets, packing cases, crates, containers etc available for packaging and transport or has arranged them through a third party - whether or not against payment of a deposit or a security deposit -, the Other Party is obliged (unless the packaging is single use) to return those pallets etc to the address indicated by Moving Intelligence, failing which the client will compensate Moving Intelligence for the loss it has suffered.

C. SPECIAL SECTION II, Services (subscriptions)

Article XXIII. Application for and acceptance of Connections

1. For its Connections, Moving Intelligence shall make use of the Network of, inter alia, the telecommunications provider. However, the Connection application shall be made to Moving Intelligence, as it has acquired Connections with the telecommunications 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.
4. The connection is formed the moment the application has been accepted by Moving Intelligence.

Article XXIV. Putting Connections and Services into operation

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. The Other Party is not entitled to request said number(s).
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, the Netherlands, Belgium, Luxembourg, France, Spain, Andorra, Portugal, Germany, Switzerland, Liechtenstein, Austria, Italy, Monaco, San Marino, Vatican City, Poland, Czech Republic, Slovakia, Hungary, Romania, Slovenia, Croatia and Greece.
5. With (mobile) Telecommunications and other 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 parties other than those for whom they are intended. Moving Intelligence will endeavour to protect those data, within its capabilities.
6. With (mobile) Telecommunications and other 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 mobile peripheral devices used, the radio coverage of the mobile Network, the level of telecommunications traffic and atmospheric conditions. Due to the aforementioned circumstances, Moving Intelligence cannot guarantee that the Product will function properly at all times.
7. Moving Intelligence shall endeavour to have the service provision operate with as few interruptions 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 is limited or excluded, in accordance with the provisions of article XV of these General Conditions.
8. Moving Intelligence is entitled at its discretion to enter into contracts with Providers in order to be able to provide the Service. An interim change of Provider shall not entitle the Other Party to terminate or cancel the Agreement early.

Article XXV Duration of agreement and termination

1. Unless the parties have agreed otherwise, in writing, with respect to the Service the agreement is entered into in the form of a subscription for the duration of 12 months. The Agreement commences at the time Moving Intelligence has received the (digital) forms completed by the Other Party and has connected the Other Party to the Network. This date will be communicated to the Other Party by Moving Intelligence.
2. 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, termination by a natural person may take place at any time and shall be accepted after the first year of the agreed term. If a natural person does not exercise these cancellation options, after the agreed period the Agreement shall be extended for an indefinite period with a notice period of one month. If applicable, any overpaid amounts will be refunded to natural persons.
3. 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 Article XVI paragraph 1 or due to the failure by the Other Party to perform the Agreement in any other way, the Other Party shall owe Moving Intelligence the total of the following substitute damages 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.
4. If the Other Party has the right to invoke a reflection period, when invoking that right the Other Party will hold Moving Intelligence harmless in respect of the costs incurred for the Connection as well as the subscription costs due for the period between the time of commencement and the time of termination of the subscription.



MOVING INTELLIGENCE

D. SPECIAL SECTION III - Installation

Article XXVI. 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 constitutes grounds for termination and definitively precludes correct installation, all at the sole discretion of Moving Intelligence. In this event, the parties shall not be entitled to or required to pay any compensation.
4. Moving Intelligence, or the third party it has engaged, is entitled to deliver Products or Services that deviate to a minor degree from the Products and Services described in the Agreement, but that can be functionally equated with those Products and Services. The Other Party does not have the right to terminate or dissolve the Agreement if the Product or Service shows a minor discrepancy, without owing compensation.

Article XXVII. 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. The Other Party shall provide the connection options for the energy required for the work and the testing thereof in timely manner. The costs of the required energy are borne by the Other Party.
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, arising from 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 for 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 deliver or deliver onwards Products or Services to third parties, unless otherwise agreed.
8. The Other Party shall follow the instructions given by Moving Intelligence, on penalty of forfeiture of any warranty or other claim.
9. The Other Party bears the risk of damage to and loss of materials, components or tools supplied for the work, if and insofar as it is responsible for monitoring same.
10. The Other Party bears the risk of damage caused by errors or defects in the drawings and calculations provided by it.
11. The Other Party allows Moving Intelligence to place names and advertising on the Product.

Article XXVIII Delivery

1. The inspection for the purposes of delivery of the installation work takes place by means of a written or verbal notification sent to the client by Moving Intelligence, in which Moving Intelligence notifies the day on which, in its opinion, the installation work will be completed.
2. The inspection shall take place on the day stipulated in paragraph 1.
3. After the installation work has been inspected, Moving Intelligence will be informed, in writing and within 5 (five) days, of whether or not it has been approved; if it is not approved, the defects that are the reason for withholding approval shall be stated. If the work is approved, the day of approval shall be the day on which the relevant notification was sent to Moving Intelligence.
4. The work shall be deemed to have been approved:
 - on the 5th day after the day specified in paragraph 1 if the inspection did not take place within 5 days thereafter;
 - on the 5th day after the inspection, if written notification of whether or not the installation work has been approved has not previously been received by Moving Intelligence;
 - as soon as the client informs Moving Intelligence that it deems the work to have been completed;
 - as soon as the installation work has been taken or put into use.
5. Minor defects which, in all reasonableness, can be repaired within 30 days of the inspection will not constitute a reason to withhold approval. Moving Intelligence is obliged to repair the defects referred to in this paragraph as swiftly as possible.
6. This article applies by analogy to reinspection after approval is withheld.
7. During a reinspection, all defects other than those notified to Moving Intelligence in accordance with paragraph 3 may only constitute a reason for repeated withholding of approval if they did not come to light until after the previous inspection.
8. The day on which the work was or is deemed to have been approved counts as the day on which the work was delivered.

Article XXIX. Increased and decreased work

1. Adjustments shall be made for increased and decreased work:
 - in the event of a change to the order or the conditions of execution, if Moving Intelligence has made the client aware in timely manner of the need for the resulting price increase, unless the client ought to have been able to independently understand the necessity;
 - if, after the agreement was concluded, cost-increasing circumstances arise or come to light which are not attributable to Moving Intelligence;
 - in the cases in which adjustment for increased and decreased work is prescribed in the agreement.

Article XXX Liability for assembly and installation work

1. Moving Intelligence is insured for damage it causes to persons and/or goods when carrying out the work. Moving Intelligence's liability is limited to the maximum claim under the liability insurance it has taken out. Moving Intelligence will provide the client with a copy of the policy on request. If, in any given case, the insurer does not make payment or damage is not covered by the insurance, the liability of Moving Intelligence shall be limited to the invoice amount or at least that portion of the order to which the liability relates, subject to a maximum of €5,000.
2. After delivery of the work pursuant to article XXVIII, Moving Intelligence shall no longer be liable for any shortcomings affecting the work, except for hidden defects.
3. A hidden defect is a defect that, despite inspecting the work on delivery, the client could not, in all reasonableness, have discovered or been able to discover. Should such a hidden defect become apparent, the client must make a written complaint to Moving Intelligence within 14 days of detecting it, on pain of forfeiting its claims.
4. Moving Intelligence shall never be liable for indirect loss, including consequential loss, lost profit, lost savings and loss due to business interruption, loss as a consequence of claims by purchasers of the client, alteration or loss of data and loss connected with the use of objects, materials or software of third parties prescribed by the client to Moving Intelligence.
5. Moving Intelligence's liability on account of an attributable failure in the fulfilment of the agreement shall in all cases only be incurred if the client immediately notifies Moving Intelligence of its default, in writing, allowing a reasonable period to remedy the failure and Moving Intelligence continues to attributable fail in the fulfilment of its obligations after that period.
6. A precondition for the creation of any right to compensation shall always be that the client notifies Moving Intelligence of the loss, in writing, as fully as possible after it has arisen. Any claim for compensation against Moving Intelligence shall lapse if the client has not brought legal action against Moving Intelligence before the competent body within twelve months of said written notification.

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