

# ADDITION BTC / BELSTORE.COM TO THE GENERAL TERMS AND CONDITIONS OF NEDERLAND ICT

## 1. General

- 1.1 Contractor declares to buy the equipment and/or to enter the services mentioned in the quotation for the stated contract period(s)
- 1.2 Contractor hereby authorises the Supplier to perform all (legal) actions that are necessary to get connected to the mentioned service providers/third parties on behalf of the contractor.
- 1.3 The terms and conditions related to the software in the Nederland ICT terms and conditions also apply for services.

## 2. Property retention

BTC / Belstore.com BV retains the property of all supplied goods and the goods to be supplied till the purchase price for all these goods has been paid.

## 3. Contracts third parties

If and insofar BTC / Belstore.com BV ("Supplier") supplies equipment and/or services of third parties to the contractor, this supply is done, conform article 35 of the Nederland ICT terms and conditions, under applicability of the terms and conditions of this third party/these third parties while setting aside the provisions from the Nederland ICT terms and conditions (see below) of the Supplier that deviated from this. The terms and conditions of the third party/parties are attached to this Agreement and provided to the contractor. Contractor hereby declares that he is aware of these terms and conditions and that he has agreed with the content thereof. The terms and conditions of the third party/parties are also available at the supplier and the third party, for review by the contractor. Supplier will send these to the contractor, upon his request, free of charge; the applicability of the delivery terms and conditions of third party/parties, mentioned in the previous paragraph of this article, means, among others, that all claims of the contractor as a result of breach of intellectual property rights, failures, delays, damage or other consequences arising from the supply, the use or the implementation of the product and/or service of this third party, is tested to the delivery terms and conditions of this third party. Supplier does not accept any liability for failures, delays or damage, direct or indirect, either consequential damage caused by the products and/or services of third parties, unless and up to the amount that this third party is prepared to accept the liability and compensate the damage.

## 4. Price indexing

Supplier has the right to annually adjust the rates and prices of subscriptions on 1 January in accordance with the most recent price index "service prices" (SPI) determined by the *Centraal Bureau voor de Statistiek* (Central

Agency for Statistics). The adjustments of the rates based on the above will be announced by the supplier in advance.

#### **5. Disputes and priority of documents**

In deviation to article 20 of the Nederland ICT terms and conditions, all disputes between parties will be submitted to the authorised court in Amsterdam. This agreement is subject to Dutch law. If terms and conditions of third parties as meant in article 3 above, are not considered applicable, for whatever reason, in the relationship between the contractor and the Supplier, or are declared non-applicable, the provisions in the Nederland ICT terms and conditions apply in full force. In case of contradiction between the Nederland ICT terms and conditions and the provisions in this agreement, what is stipulated in this agreement will apply.

#### **6. Secondment**

If there is secondment, among others in the sense of article 48 Nederland ICT terms and conditions, the contractor hereby indemnifies the Supplier against claims (especially as meant in article 7:658 Civil Code and article 7:611 Civil Code) made by a (seconded) employee of the Supplier against the Supplier and/or contractor due to damage that an employee of the Supplier has suffered with the performance of his/her work at the contractor. During each period of secondment, the contractor is responsible to ensure that his workplace complies with all legal (Occupational Health) standards and will also ensure that there is an adequate liability insurance for the people working within the business operations of the contractor, including the employees of the Supplier.