General Terms and Conditions of Sale and Delivery. Version 1.0

Article 1 : Definitions

In these General Delivery Conditions, the following terms are defined as stated below:

Supplier:	Ultimate Guest Journey, a product of EasySecure International B.V., a private limited company incorporated under Dutch law, having its registered office in Rotterdam and its principal place of business in Schiedam.
Customer:	a natural person or legal entity acting in the course of a profession or business or his/her/its legal successor(s) who concludes an Agreement with the Supplier.
Agreement:	the Agreement for the supply of products or services to the Customer by the Supplier. These General Terms and Conditions form part of the Agreement.

Article 2 : General provisions, applicability

2.1 These General Terms and Conditions apply to every Agreement concluded, as well as to all legal acts preceding it and all Agreements subsequently concluded between the Supplier and the Customer.

2.2 The applicability of the purchasing or other conditions of the Customer is expressly excluded.

2.3. Any deviation from and addition to these General Terms and Conditions is only valid if agreed in writing between the parties.

Article 3 : Offers

3.1. Offers and other publicity of the Supplier are without obligation, unless otherwise indicated by the Supplier in writing. The Customer guarantees the accuracy and completeness of the data provided by or on behalf of the Customer to the Supplier on which the Supplier has based the offer, with the exception of obvious typing errors.

Article 4 : Formation of the Agreement

4.1. An Agreement is only formed by the Customer accepting an offer of the Supplier in writing or electronically. Oral acceptance is not sufficient to form an Agreement.

4.2 The Supplier is entitled to withdraw from the Agreement within 48 hours of receiving the acceptance.

4.3. The right of withdrawal also applies after the period of 48 hours referred to in Article 4.2 above following receipt of the acceptance, if it becomes evident that the accepted offer and therefore the Agreement is based on incorrect data on the part of the Customer.

Article 5 : Price and payment

5.1. All prices exclude sales tax (VAT*) and other product or service-specific government levies*. The price to be paid by the Customer is the price agreed in the offer and accepted by the Customer in the manner indicated in Article 4.1.

5.2. The Customer cannot derive any expectations or rights from a cost estimate or budget provided by the Supplier. This is not the case if the Customer and the Supplier have expressly agreed to this in writing. A budget specified by the Customer is only considered to be an agreed price if the parties have expressly agreed to this in writing.

5.3. If, according to the Agreement, the Customer consists of several natural persons or legal entities, each of these persons or entities is jointly and severally liable to the Supplier for the performance of the Agreement.

5.4. The data from the administrative records of the Supplier will serve as evidence for determining the performance provided by the Supplier and the payments made by the Customer. The Customer is entitled to provide proof to the contrary at all times.

5.5. The Supplier is entitled to change the price unilaterally: if this change relates to a period within three months of the formation of the Agreement, the Customer is entitled to terminate the Agreement. In such a case, neither party can claim any compensation.

5.6 If the Customer has a periodic payment obligation, during the period stated in the Agreement the Supplier may adjust the applicable prices and rates in writing and in accordance with the index or other criterion included in the Agreement. If no period is included in the Agreement, the Supplier may use the annual inflation correction percentage determined by the CBS for adjustment of the rates. The price adjustment referred to in this Article is not a ground for termination of the Agreement on the part of the Customer.

5.7. Payment will take place by transfer to a bank account designated by the Supplier. This bank account will be stated on the invoice.

5.8. Payment must take place within 30 days of the invoice date, unless otherwise agreed in writing.

5.9. If the term of payment mentioned in Article 5.8 has expired without payment having taken place, the Customer will be in default without any reminder or notice of default being required. The Customer will owe the statutory rate of interest for commercial contracts over the outstanding amount. If the Customer continues to fail to pay the debt after a reminder or notice of default, the Supplier may refer the debt for collection and the Customer will be obliged, in addition to the amount of the debt and the statutory commercial rate of interest owed, to pay all reasonable judicial and extrajudicial costs, including all costs calculated by external experts. This does not affect the other statutory and contractual rights of the Supplier.

5.10 Each payment by or on behalf of the Customer will firstly serve to settle any expenses due, losses suffered and interest incurred and then secondly serve to discharge the oldest outstanding debt. The Customer is not entitled to set off.

Article 6: Term of the Agreement

6.1. If the parties have a continuing performance agreement, then the Agreement is entered into for the agreed term. If no specific term or duration has been agreed, the term of one year will apply.

6.2. The term of an Agreement for a specified period will be automatically renewed after the originally agreed period for successive periods of a maximum of one year, unless the Customer or the Supplier terminates the Agreement in writing before the end of the period concerned with due observance of a notice period of at least three months.

Article 7 : Delivery

7.1. The delivery period stated by the Supplier is indicative and cannot be regarded as a strict deadline. It is subject to a best-efforts obligation. Deviations within reasonable limits are permitted, without this constituting grounds for compensation and/or termination of the Agreement. The Supplier can never be held responsible for exceeding the delivery period as a result of force majeure.

7.2 The Supplier reserves the right to deliver ordered products in partial shipments and to issue invoices for these deliveries.

7.3 The risk of loss, theft, misappropriation or damage to products, including user names, codes and passwords, documents, software, or data files manufactured for, supplied to, or used by the Customer as part of the performance of the Agreement will pass to the Customer at the time at which they are actually placed at the disposal of the Customer or one of the auxiliary persons of the Customer.

7.4 If the Customer is in default when taking delivery of the purchased products, the Supplier is entitled to dissolve the relevant Agreement without further notice of default being required. The Supplier can recover the loss it has suffered from the Customer.

Article 8 : Transport

8.1 Unless otherwise agreed in writing, the manner of transport, shipment, packaging, etc. will be determined by the Supplier.

Article 9 : Retention of title

9.1. All products delivered to the Customer will remain the property of the Supplier until all amounts owed by the Customer to the Supplier under the Agreement concluded between the parties have been paid to the Supplier in full. This includes, in any case:
- any existing or future supply of products to the Customer;

- the performance of work by the Supplier for the Customer in connection with the products delivered or to be delivered, and

- compensation payable by the Customer to the Supplier for non-performance of the Agreements relating to the purchase of products, including interest and costs.

9.2. The Customer is obliged to store the delivered products with due care and to ensure that the products are kept clearly separated, i.e. are identifiable as originating from the Supplier.

9.3. The Customer is obliged to insure the products delivered under retention of title against fire and explosion, water damage, and theft to the satisfaction of the Supplier. At the request of the Supplier, the insurance policies will be made available for inspection. At the request of the Supplier, the Customer is obliged to pledge the rights of these insurances to the Supplier.

9.4. The Customer is not entitled to process, dispose of, or store the products in any way without the prior written consent of the Supplier.

9.5. This retention of title also applies with regard to any third party that acquires the debt described under Article 9.1 by assignment or subrogation. The retention of title will not lapse in the event of assignment or subrogation.

9.6. If the Customer fails to comply with the provisions of this article, then the Customer will forfeit an immediately payable penalty to the Supplier in the amount of EUR 25,000, without notice of default being required, such without prejudice to the right of the Supplier to claim additional damage.

Article 10 : Confidentiality

10.1. Both the Customer and the Supplier will ensure that all information received from the other party, which is known or should reasonably be known to be confidential in nature, will remain secret. This prohibition is lifted insofar as the provision of these data to a third party is necessary as a result of a court ruling, a statutory regulation based on a statutory order issued by a government body or for the proper implementation of the Agreement. The party receiving such confidential information will only use it for the purposes for which it was provided. Information is considered confidential if one or both parties designate it as such.

Article 11 : Protection of personal data and data processing

11.1. If, in the opinion of the Supplier, this is relevant to the performance of the Agreement, the Customer will, if so requested, inform the Supplier in writing of the manner in which the Customer fulfils its obligations under legislation in the field of personal data protection.

11.2. The Customer will indemnify Supplier against claims by persons whose personal data have been or are being processed for which the Customer is responsible by law, unless the Customer proves that the facts underlying the claim are attributable to the Supplier.

11.3. The responsibility for data processed using a service or product of the Supplier lies with the Customer. The Customer warrants to the Supplier that the content, use and/or processing of the data are not unlawful and do not infringe any right of a third party. The Customer will indemnify the Supplier against any legal claim by a third party, on any grounds whatsoever, in connection with these data or the performance of the Agreement.

11.4. If the Supplier, in accordance with a request or authorized order from a government body or in connection with a statutory obligation, performs work with regard to data of the Customer, its employees or users, the Customer may be charged for all costs involved.

11.5. If the Supplier performs services for the Customer as a processor within the meaning of the General Data Protection Regulation (Algemene Verordening Gegevensbescherming) or the GDPR Implementation Act (uitvoeringswet AVG), a processing agreement will be attached to this Agreement.

Article 12 : Liability

12.1. The total liability of the Supplier due to attributable failure in the performance of the Agreement is limited to compensation of direct damage up to the amount of the price stipulated in the relevant Agreement, excluding VAT, except in the case of gross negligence or intent on the part of the Supplier, or intent and gross negligence on the part of the employees of the Supplier or third parties engaged by the Supplier.

12.2. The liability of the Supplier for indirect damage, including but not limited to consequential damages, lost profits, lost savings, and damage due to business interruption, is excluded. The liability of the Supplier for damage resulting from the corruption, destruction, or loss of data or documents is also excluded.

Article 13 : Guarantees

13.1. The Supplier does not provide any - additional - guarantee or guarantees of any kind on the products it delivers. The Supplier undertakes to comply with the provisions of the manufacturer's guarantee for the delivered products.

13.2. Without prejudice to the foregoing, the Customer cannot invoke the manufacturer's guarantee if :

- the Customer has made changes to the products and/or has had changes made, including repairs not made by or on behalf of the Supplier;

- the defects are entirely or partly due to incorrect, careless or inexpert use;

- the defects have occurred as a result of lightning, fire or water damage, or due to other external causes or calamities;

- the Customer has neglected the products or handled them negligently in any other way, or has handled them in such a way that the risk should be at the expense of the Customer according to generally prevailing opinion.

Article 14 : Complaints

14.1. Any complaints about a product delivered by the Supplier must be communicated to the Supplier by the Customer in writing or by e-mail, stating reasons, no later than eight working days after delivery. If this period is exceeded, the right to submit a complaint will lapse.

14.2. After the expiry of the term referred to in Article 14.1, the Supplier will be deemed to have properly fulfilled its obligations and it will be assumed that the Customer has received the products in good order, subject to evidence to the contrary submitted by the Customer.

14.3. If a complaint made by the Customer in accordance with the first paragraph of this article is honoured by the Supplier, the Supplier will remedy the confirmed defect free of charge without the Customer being able to claim any compensation from the Supplier or being entitled to suspend its payment obligation to the Supplier.

Article 15 : Returned products

15.1. The Supplier will only accept returned products if and to the extent that it has previously agreed to this return in writing, by fax, or by e-mail and only if these products are delivered to the address to be indicated by Supplier in the original packaging and in the condition in which Supplier delivered these products to the Customer, except if there is a claim under a guarantee as referred to in Article 14.

Article 16 : Dissolution / termination

16.1. The Customer is deemed to be in default if:

- the Customer fails to fulfil any obligation under the Agreement or fails to do so on time;

- the Supplier has good cause for concern that the Customer will fail to meet its obligations and the Customer fails to comply with a written demand that it confirm that it is prepared to meet its obligations within the reasonable period stated in the demand;

- the Customer files for bankruptcy or is declared bankrupt;

- the Customer is granted a suspension of payment;

- all or part of the assets of the Customer are attached and this attachment is not lifted within ten days;

- if the Customer proceeds or decides to cease or transfer its business or an important part thereof, including the contribution of its business to a company to be founded or already existing, or proceeds or decides to change the objects of its business or to dissolve its business;

- the Customer dies, if the Customer is a natural person. In the event that the Customer is in default, the Supplier is entitled, without any obligation to pay compensation and without prejudice to its rights, to declare the Agreement fully or partially terminated by means of a written communication to that effect addressed to the Customer.

16.2. If the Agreement ends or is terminated in any way, the provisions regarding termination, applicable law and disputes will continue to apply in full.

Article 17 : Intellectual property

17.1. All intellectual property rights to the products and services, of any nature whatsoever, which are developed or made available to the Customer under the Agreement are vested exclusively in the Supplier, its licensors or its suppliers. The Customer only acquires the rights of use that are expressly granted in these General Terms and Conditions, in the Agreement concluded in writing between the parties and by mandatory statutory provisions. A right of use granted to the Customer is non-exclusive, non-transferable, non-pledgeable, and non-sublicensable.

17.2. If the Supplier is prepared to undertake to transfer an intellectual property right, this undertaking or agreement must be exclusively and explicitly entered into by the parties in writing. Such a transfer does not affect the right of the Supplier, on the basis of the product specifications, to develop the product further for the same or for other purposes, to use it further for itself or for others, or to exploit it further for other purposes.

17.3. The Customer will not remove or change any distinguishing marks relating to the intellectual property rights of the owner.

Article 18 : Export control

18.1. The Customer agrees to comply with all export laws, specifically including those of the European Union and the United States Department of Commerce Export Regulations. The Customer agrees not to export any products supplied by the Supplier to any country in violation of any export laws and not to export them to any country for which an export licence or other government approval is required, without first obtaining all necessary licences or other approvals. The Customer guarantees that it is not located in or under the control of any country and is not a national or a resident of any country in which the export of products supplied by the Supplier is prohibited by any export legislation.

Article 19 : Disputes and applicable law

19.1. All disputes concerning the Agreement concluded by the parties, as well as these General Terms and Conditions, are governed exclusively by Dutch law. The applicability of the Vienna Sales Convention 1980 (Weens Koopverdrag 1980) is excluded. The Dutch court in the District of Rotterdam will have sole jurisdiction to hear all disputes arising between the Supplier and the Customer.

Article 20 : Final provisions

20.1. If one or more provisions of these General Terms and Conditions are null and void or voided, the other provisions of these General Terms and Conditions remain in full force.

Addendum General Terms and Conditions of Sale and Delivery - Version 1.0

To the General Terms and Conditions of Sale and Delivery version 1.0 the following additional provisions are added by means of an addendum. This addendum shall be considered an inseparable part of the General Terms and Conditions from the date of putting the app into use.

Considerations

- EasySecure International B.V. provides customers with an mobile app developed by EasySecure, which allows customer to set up access control by means of a phone and the app.
- The use of the app complements the available and supplied means of gaining access to the customer's locations.
- No more personal data than strictly necessary will be processed using the app. With the understanding that the customer may choose to process license plates, for example, if parking facilities and/or site security require it. This includes both authorized access and, for example, fire safety requirements.
- The data collected through the app does not relate to children under the age of 13.

Article a.1 The app supplementary general terms and conditions.

These additional terms and conditions are hereinafter referred to as the avw App.

Article a.2. personal data and purposes of processing.

a.2.1. The customer undertakes to inform the persons concerned of the personal data and other data of him/her that are processed.

a.2.2. The customer shall also be obliged to inform the persons concerned for which specific purposes which data will be processed.

a.2.3. The customer shall also be obliged to inform the persons concerned by which organization (processor) the data will be processed on behalf of the customer.

Article a.3. consent

a.3.1. The data shall be processed on the basis of the consent of the person whose data are being processed. This consent may be easily withdrawn at any time.

a.3.2. If the recipient does not obtain consent or if consent is withdrawn, the recipient shall provide an alternative to the person(s).

a.3.3. In the event that a consent is withdrawn, the customer and/or supplier must not apply the app to that person from that point on.

a.3.4. In case a permission is withdrawn, an alternative must be offered, if necessary.

a.2.5. In case a consent is withdrawn the personal data should be deleted. A temporary exception may be made if these data are also necessary for another purpose. The person(s) concerned will be informed of this by the customer.

Article a.4. Rights of data subjects

a.4.1. All rights of data subjects mentioned in the GDPR apply to this processing by means of the app.

a.4.2. Customer shall inform data subjects accordingly.

Article a.5. Security

a.5..1. The Customer shall ensure that adequate technical and organizational security measures have been taken.