



GENERAL CONDITIONS MATCH-U B.V.

These general conditions shall be applied by the private company with limited liability Match-U BV, also trading under the name of Match-U B.V., with its registered office and its principal place of business in (7532 SW) Enschede at the Midzomerweg 6, as well the subsidiary companies affiliated with the company, herein- after to be referred to as: "Match-U", and have also been stipulated for the managers of Match-U and all (legal) persons working for the company. Its applicability shall continue if the aforementioned managers and/or persons do not work for Match-U anymore. The other party of Match-U is the party to whom Match-U submitted a quotation or offer or with whom they have concluded an agreement. This may be a legal person as well as a natural person and this other party shall be hereinafter called "Client/Buyer".

Article 1: Applicability

1.1 These general conditions shall apply to all offers and quotations made by Match-U and acceptances thereof and/or agreements concluded by Match-U, whereby Match-U shall be obliged to deliver services, products, goods, objects or implement a commission. Any purchase or other conditions to which Client/Buyer refers when he accepts an offer or quotation or when he concludes an agreement shall not apply, unless they have been accepted by Match-U without reservation and in writing.

1.2 Departures from and/or additions to these general conditions shall only commit Match-U insofar as they have been agreed explicitly in writing between Match-U and Client/Buyer.

1.3 If any provision of these general conditions shall prove to be void, only the provision in question shall not be applicable, however all other provisions shall remain fully applicable.

Article 2: Offer(s), delivery/deliveries, agreement(s), commission(s) etc.

2.1 Quotations and rates of Match-U shall be free of obligations, unless explicitly stated otherwise.

2.2 Commissions granted to Match-U shall solely result in obligations to perform to the best of the ability of Match-U, and not oblige Match-U to produce a certain result.

2.3 An agreement shall be considered to have been concluded at the moment that Match-U has accepted a commission and/or agreement in writing, or has started with its implementation. Match-U shall be entitled to refuse the commission(s) granted to Match-U without stating any reasons.

2.4 Digital information provided by Match-U to Client/Buyer, whether or not on the Internet and whether or not upon request of Client/Buyer, shall be free of obligations and shall never be considered as advice offered by Match-U within the framework of a commission/delivery granted to Client/Buyer, except to the extent that a statement by Match-U proves the contrary to be true.

Article 3: Calling in third parties

If necessary, Match-U shall be allowed to call in third parties for the implementation of the commission(s), delivery/deliveries and other work granted to Match-U. When calling in third parties, Match-U shall consult Client as much as possible in advance and exercise due care when selecting third parties. Match-U shall not be liable for any shortcomings of these third parties.

Article 4: Payment

4.1 When concluding the agreement, parties shall agree how the payment will be made to Match-U.

4.2 Changes in taxes and/or levies imposed by the government shall always be passed on to Client/Buyer. Match-U shall be entitled to increase agreed prices prematurely when increases occur in the costs of materials or services after concluding the agreement, which are required for the implementation of the agreement, and/ or in other costs, which affect the cost price of Match-U.

4.3 Payments by Client/Buyer shall be made within 30 days after the invoice date according to the method prescribed by Match-U, unless agreed otherwise in writing or stated otherwise on the invoice.

4.4 The settlement by Client/Buyer of the premiums invoiced by Match-U and amounts with a counterclaim put forward by Client/Buyer, or suspension of payment by Client/Buyer in connection with counterclaim put forward by Client/Buyer, shall only be allowed insofar as the counterclaim has been recognised by Match-U explicitly and without reservation or has been ascertained irrevocably in law.

4.5 If Client/Buyer does not pay the outstanding amounts within the agreed term, Client/Buyer shall as a result have to pay the statutory interest on the outstanding amount, without any proof of default being required. If Client/Buyer continues to be in default in paying the outstanding amount to Match-U after the proof of default, the claim can be passed on for collection, in which case Client/Buyer shall also be obliged to pay the extrajudicial collection costs, in addition to the then outstanding total amount, of which the amount shall be fixed at two points of the liquidation rate applied by the court or on the basis of the graduated collection costs as described in Report Preliminary work II when the subdistrict court judge would be competent.

4.6 Payments made by Client/Buyer shall always be intended to settle all payable interest and costs and then all exigible invoices which have gone unpaid longest, even if Client/Buyer states that the payment refers to a later invoice.

4.7 If the creditworthiness of Client/Buyer gives cause to this in the opinion of Match-U, Match-U shall be authorised to suspend the delivery (products, services etc.), until Client has provided sufficient security for his payment obligations.

Article 5: Terms

Unless agreed otherwise in writing, the terms stated by Match-U within which it shall carry out the commission(s) and deliveries granted to Match-U shall never be considered as a deadline. Payment terms are Net 30 days from the date of invoice, contingent upon Match-U's prior approval of this application. If your account becomes past due or exceeds the established credit limit, Match-U reserves the right to place your account on credit hold and/or suspend deliveries. Your account is subject to review at any time for a change in payment terms and credit limit. Match-U is not obligated to extend credit to you in any amount. A finance charge at the rate of 1.5% per month or the maximum rate allowed by law, whichever is less, may be added on all past due unpaid balances. If your account is not paid within established payment and credit terms, you agree to pay all costs and expenses of collection, including reasonable attorneys' fees and court costs.

Article 6: Cooperation by Client/Buyer

6.1 Client/Buyer shall always provide all relevant information, whether requested or unrequested, to Match-U that it requires for a correct implementation of the commission(s) and/or deliveries granted to Match-U. If the data that are required for the implementation of the agreed service, commission or delivery are not available or not available on time or have not been made available by Client/Buyer to Match-U in agreement with the made arrangements, or if Client/Buyer did not meet his (information) commitments in another way, Match-U shall be authorised to suspend the implementation of the agreement.

6.2 Client shall be fully responsible himself for the correctness and completeness of all information provided by him to Match-U.

Article 7: Liability of Match-U

7.1 Every liability, contractual and non-contractual, of Match-U as well its of managers, its employees and (legal) persons called in by Match-U with regard to the implementation of the commission shall be limited to the amount that is paid under the liability insurance of Match-U in the case in question, increased by the prevailing excess. Upon request more detailed information about the professional liability insurance shall be provided to interested parties.

7.2 In the event of the liability insurance of Match-U referred to in article 7.1 does not offer coverage in a specific case, the liability, contractual and non-contractual, of Match-U as well as of its managers, its employees and (legal) persons called in by Match-U with regard to the implementation of the commission shall be limited to maximally the total amount charged to Client/Buyer with regard to the commission(s) and/ or delivery/deliveries on which the resultant damage is based.

7.3 All goods or materials to be supplied by Match-U shall be transported at the risk of Client/Buyer from the moment that they leave the warehouse of Match-U or the warehouse of third parties in the event of delivery through intervention by Match-U. In the event of carriage paid delivery Client/Buyer shall also be liable for all damage (including transport, fire or water damage and damage as a result of theft or embezzlement) sustained by the goods during the transport. The implementation of the granted commission(s) and/or delivery/deliveries shall solely take place for Client/Buyer. Third parties cannot derive any rights from the content of the performed work for Client/Buyer.

7.4 Match-U shall never be liable for damage which is sustained by Client/Buyer or third parties as a result of incorrect, incomplete or untimely information supplied by Client/Buyer.

7.5 Match-U shall never be liable for whatever damage that results from errors in software or other computer software used by Match-U, unless this damage can be recovered by Match-U from the supplier of the software of computer software in question.

7.6 Match-U shall never be liable for whatever damage as a result of the circumstance that Match-U never received (e-mail) messages that were sent by Client/Buyer to Match-U.

7.7 The provisions in this article shall have no effect on the liability of Match-U for damage that is caused intentionally or through recklessness of its subordinates.

7.8 Client/Buyer shall first be entitled to dissolve any agreement with Match-U if Match-U continues to be in default imputably in meeting its obligations towards Client, even after a sound notice of default. Payment obligations which arose before the moment of dissolution and/or which refer to already performed delivery/ deliveries and/or provided service(s), shall be observed in full force by Client/Buyer.

Article 8 Retention of title

8.1 The goods supplied by Match-U shall only pass into the ownership of Client/Buyer after payment of the full invoice amount.

8.2 The retention of title of Match-U shall continue if Match-U has a claim or receive a claim on account of previous or later similar agreements with Client/Buyer.

8.3 Match-U shall be entitled to reclaim these goods and take them, if Client/Buyer does not observe his obligations, if he winds up his company, applies for or obtained a suspension of payment, is declared bankrupt or if his property is seized. Client/Buyer shall be obliged to offer all cooperation in this respect.

8.4 All acts of disposition with regard to the goods sold and supplied by Match-U, which also include attaching these goods to third parties, e.g. banks, through pledging or otherwise, shall be forbidden for Client/Buyer, as long as he has not met his payment obligations.

Article 9: Force majeure

9.1 Match-U shall not be obliged to observe any obligation if this is in reason not possible for Match-U as a result of changes in circumstances that exist when entering into obligations through no fault of Match-U.

9.2 A failure in observing an obligation of Match-U shall in any case not be considered to be imputable and shall not be at the risk of Match-U in the event of absenteeism and/or failure by or at its suppliers, subcontractors, transporters and/or other called-in third parties, in the event of fire, strike or exclusion, riots or revolt, war, government measures, including export, import or transit bans, frost and all other circumstances that are of such a nature that Match-U cannot be expected anymore to be bound by the obligation in question.

Article 10: Secrecy and protection personal data

10.1 Parties shall be reciprocally obliged to observe secrecy with regard to all information which has become known to them on account of the agreement concluded with the other party and with regard to which it should be known in reason that the information shall be considered as confidential or secret.

10.2 Personal details provided by Client to Match-U shall not be used by Match-U for or provided to third parties for other purposes than for carrying out the delivery/deliveries and/or commission(s) granted to Match-U or for mailings sent by Match-U to Client/Buyer, except to the extent that Match-U shall be obliged to provide the data in question to a body designated for that purpose on account of the law or public order as part of its business activities.

10.3 If Client/Buyer objects against the inclusion of his personal data in any mailing list etc. of Match-U, Match-U shall delete the data in question from the file in question upon first written request by Client.

Article 11: Applicable law and disputes

11.1 All offers, deliveries, quotations and agreements of Match-U shall be governed by Dutch law. **11.2** All disputes, which are related to offers, services, deliveries, quotations and agreements of Match-U, to which these conditions apply and which are not part of the competence of the subdistrict court judge shall be settled by the district court in Breda.

Article 12: Lapse of rights

All rights to claims and other powers of Client/Buyer towards Match-U on whatever account with regard to work, delivery/deliveries carried out by Match-U shall terminate in any case five years after the moment that Client/Buyer knew about or could have known in reason about the existence of these rights and powers.