

General Terms and Conditions

Address

Company name: I-Real B.V.
Address: Stationsweg 30, 7061 CT Terborg
Chamber of Commerce number: 09182897
Arnhem
hereafter referred to as 'I-Real'.

PART A: GENERAL PART

Article 1 Definitions

In these General Terms and Conditions the following terms have the following meanings unless expressly indicated otherwise: Client: the counterparty of I-Real.

Agreement: every agreement I-Real enters into with the Client.
Software: software and programs, notwithstanding the manner in which the software is provided.

Equipment and peripherals: also hardware and accessories. Right of use: the right to use software or works covered by intellectual property rights belonging to I-Real or any third party.

Article 2 General

1. These Terms and Conditions apply to every offer, quotation and agreement between I-Real and the Client in respect of which I-Real has declared these General Terms and Conditions to be applicable, unless the parties have expressly agreed otherwise in writing.

2. The present Terms and Conditions shall also apply to all agreements with I-Real for the performance of which third parties will be involved.

3. Any deviations from these General Terms and Conditions shall only apply if agreed expressly in writing.

4. The applicability of the Supplier's terms of purchase or any other specific terms and conditions is expressly excluded.

5. Should any provision of these General Terms and Conditions be or become null and void, the other provision of these General Terms and Conditions shall remain in full force.

In any such event I-Real and the Client will consult with each other to agree new provisions to replace the void and/or nullified provisions, the scope and purport of which will correspond with the original provision if and insofar as possible.

Article 3 Offers and quotes

1. All offers shall be without obligation unless the offer specifies a period for acceptance.

2. All quotes submitted by I-Real shall be without obligation; unless otherwise stated, all quotes will be valid for 30 days. Unless otherwise stated, any quotation will only be binding upon I-Real if the counterparty has confirmed acceptance thereof in writing within 30 days.

3. Unless otherwise stated, all prices specified in such offers and quotes will be exclusive of VAT and any other government taxes and exclusive of any costs to be incurred in respect of the agreement including postage and administration costs.

4. Should the acceptance deviate (on minor points or otherwise) from the offer in the quote or proposal, the acceptance will not be binding upon I-Real. The agreement will then not be deemed established in accordance with the deviating acceptance unless I-Real indicates otherwise.

5. A composite quote will not oblige I-Real to perform any portion of the order at corresponding portion of the specified price.

6. Offers and quotes will not automatically apply for future orders.

7. I-Real shall develop new software on behalf of and at the expense of the Client. The software is developed and supplied subject to a mandatory Service Level Agreement (SLA).

8. All equipment, peripherals and software used and required for the bespoke software developed by I-Real must be installed and configured by I-Real. I-Real cannot guarantee correct functioning if the Client or any third party has altered or modified such equipment, peripherals or software in any way.

Article 4 Performance of the agreement

1. I-Real shall perform the Agreement to the best of its knowledge and ability and in accordance with good professional practice, based on the knowledge available at the time.

2. If and insofar as necessary for the correct performance of the Agreement, I-Real will be entitled to have third parties execute certain work.

3. The Client will provide I-Real in good time with any information I-Real specifies as being required or in respect of which the Client may reasonably be expected to understand that it would be required for the performance of the Agreement. If the information required for the performance of the Agreement is not provided to I-Real in good time, I-Real will be entitled to suspend the performance of the Agreement and/or to charge any costs

ensuing from the delay to the Client, at the customary rates.

4. I-Real will not be liable for any damages whatsoever which may arise due to I-Real acting on the basis of inaccurate and/or incomplete information provided by the Client unless such inaccuracy or incompleteness may be deemed to have been known to I-Real.

5. If it has been agreed that the Agreement will be performed in stages I-Real may delay the performance of those portions belonging to the following stage until such time as the Client has approved the results of the previous stage in writing.

6. In the event that I-Real or any third party engaged by I-Real within the scope of the assignment performs any work on the Client's premises or other premises designated by the Client, the Client shall provide any facilities the members of staff concerned may reasonably require, free of charge.

7. I-Real shall be entitled to suspend or not deliver any portion of the Agreement in respect of which it is dependent on a third party or parties designated by the Client should the said third party or parties fail to cooperate with I-Real. The Client will not then be able to claim compensation.

Article 5 Amendment to the Agreement

1. If during the performance of the Agreement it prove necessary, for a proper performance, to supplement or otherwise modify the work commissioned then Parties will amend the Agreement accordingly by mutual agreement and in a timely manner.

2. If the parties agree that the Agreement is to be amended or supplemented, this may affect the completion time. I-Real will inform the Client of such as soon as possible.

3. If and insofar as amending or supplementing the Agreement would have any financial consequences or any consequences in terms of quality, I-Real will provide the Client with prior written notification of such.

4. If a fixed price or rate has been agreed, I-Real will indicate the extent to which the amendment or supplement to the Agreement would result in an increase of the said agreed price or rate.

Article 6 Contract period; completion period

1. The agreement between I-Real and a Client is entered into for an indefinite period unless the nature of the Agreement dictates otherwise or the parties expressly agree otherwise in writing.

2. If, during the term of the Agreement, a date is agreed for the completion of certain activities, this date shall never constitute a firm deadline. If an execution time is exceeded the Client must provide I-Real with written notice of default.

Article 7 Prices and rates

1. The parties may agree a fixed price when establishing the Agreement.

2. In the event that no fixed price is agreed, the prices will be determined on the grounds of the hours actually worked and the goods delivered. Unless other prices and rates have been agreed, I-Real will charge for the work in accordance with its customary prices and rates applicable in the period in which the work is executed and/or the service is provided.

3. All prices, rates and any estimates shall be exclusive of VAT.

4. In the event that I-Real and the Client agree a fixed price or rate, I-Real shall nevertheless be entitled to increase this price or rate.

5. I-Real is entitled to pass on any price increases provided it can demonstrate that the prices and/or rates, in relation to wages for example, have risen considerably between the time of offer and the time of delivery.

6. Moreover, I-Real may increase the prices or rates if during the execution of the work it becomes evident that the amount of work originally agreed or expected at the time of entering into the Agreement was concluded was underestimated to such an extent, and in no way attributable to I-Real, that I-Real cannot reasonably be expected to perform the agreed work at the price or rate originally agreed.

7. In the event of a price increase the Client will be entitled to annul the dissolve the Agreement if the price or rate is increased within three months of entering into the agreement. After expiry of this period the Client will be entitled to dissolve the Agreement if the increase is more than 10%. The Client will not be entitled to dissolve the Agreement if the increase in price or rate is authorized by law.

8. I-Real will notify the Client in writing of its intention to increase the price or rate. I-Real shall specify

the scale of the increase and the date that the increase is to take effect.

9. If the Client does not wish to accept the price increase announced by I-Real, the Client will be entitled to terminate the Agreement within seven days of said notification, in writing and by registered post, or to cancel the assignment before the date specified in the notification by I-Real as the date on which the the price or rate adjustment would come into effect.

Article 8 Payment

1. Payment must be made within 14 days of the invoice date, in a manner specified by I-Real and in the same currency as that of the invoice. The obligation to pay will not be suspended in the event of any objection to the size of the expense claims submitted.

2. Upon approval, the equipment, peripherals and the right of use will be charged at 100% and all other work to be delivered will be charged at 50%. After 8 weeks another 40% relating to the work to be delivered will be invoiced and the final 10% relating to the work will be invoiced upon completion. The annual fees will be charged once a year in advance. The above

will not apply if and insofar as the agreed quote specifies otherwise. Services provided and additional travelling expenses falling outside the scope of the Agreement will be invoiced on the basis of actual costs.

3. In the event that the Client fails to pay within the 14-day period, then the Client will be in default by operation of law. The Client shall in that case be liable for the payment of interest. I-Real shall be entitled to invoice the Client for the interest lost, such being the statutory interest increased by 2%. The interest on the amount due will be calculated from the date of default until the moment of payment in full.

4. In the event of the liquidation or bankruptcy of the Client, the award of an attachment against the Client or a suspension of payments, I-Real's claims against the Client will be immediately due and payable.

Article 9 Retention of title

1. All goods and works delivered by I-Real, including any designs, sketches, drawings, films, software, (digital) files, etc., will remain the property of I-Real until the Client has fulfilled all its obligations arising under agreements concluded with I-Real.

2. The Client is not authorised to pledge or otherwise encumber the goods covered by such retention of title.

3. In the event that any third party seizes any goods supplied subject to retention of title or wish to establish or exercise any right to them, the Client will be obliged to notify I-Real accordingly as quickly as can reasonably be expected.

4. The Client undertakes to insure and keep insured the goods supplied under retention of title against fire, and damage caused by explosion and/or water, and against theft and to allow inspection of the insurance policy in question at first request.

5. Goods supplied by I-Real which, pursuant to the provisions of section 1 of this Article, fall under the retention of title may only be sold on in the ordinary course of business and may never be used as means of payment.

6. Should I-Real wish to exercise its property rights referred to in this Article, the Client hereby gives its unconditional and irrevocable consent, now for then, to I-Real or third parties designated by I-Real to enter the places where the goods belonging to I-Real are located and to recover those goods.

Article 10 Collection charges

1. If the Client remains in default or fails to fulfil one or more of its obligations, all reasonable costs to obtain an out-of-court settlement will be borne by the Client. In the event of a financial claim, the collection charges and any judicial costs resulting therefrom will be payable by the Client in all cases. The collection costs are calculated in accordance with the collection rate advised by the Netherlands Bar Association in collection cases.

2. If I-Real has incurred higher costs, which were reasonably necessary, these will also qualify for reimbursement.

3. Any reasonably incurred judicial and enforcement costs shall likewise be for the account of Client.

Article 11 Inspection, complaints

1. The Client must report any complaints in relation to the work performed to I-Real in writing and by registered post within 8 days of discovery but no later than 14 days of completion of the work in question. The notice of default must contain as detailed a description as possible of the shortcoming to enable I-Real to respond appropriately.

2. If a complaint is well founded, I-Real will yet perform the work as agreed unless such has in the meantime demonstrably become useless to the Client. In the latter case, the Client must notify I-Real accordingly in writing.

3. If performance of the agreed work is no longer possible or worthwhile, I-Real may only be held liable within the limits set by Article 15.

Article 12 Notice of termination

1. The Agreement may be terminated at any time by either party subject to the agreed minimum contract periods and terms of notice.

2. If the agreement is prematurely terminated by the Client, I-Real shall be entitled to compensation of the demonstrable loss of capacity utilisation, unless the termination was motivated by facts and circumstances that can be attributed to

I-Real. In addition, the Client will then be obliged to pay the invoices for work performed up to that time. The provisional results of the work performed up to that time will therefore be made available to the Client, subject to reservation.

3. If the Agreement is prematurely terminated by I-Real, I-Real will, in concert with the Client, arrange the transfer to a third party of any work yet to be performed, unless the termination was motivated by facts and circumstances that can be attributed to the Client.

4. Should I-Real incur extra costs in relation to the transfer of the work, these costs will be charged to the Client.

Article 13 Suspension and dissolution

1. I-Real shall be entitled to suspend fulfilment of its obligations or dissolve the Agreement if:

- a) The Client fails to fulfil or to fully fulfil its obligations arising from the agreement;
- b) After entering into the Agreement, circumstances have come to the knowledge of I-Real which constitute valid grounds to fear that the Client will not fulfil its obligations. If there are good grounds to fear that the Client will fulfil its obligations in part only or not properly, suspension will be permitted only if and insofar as the shortcoming would justify such;
- c) Upon entering into the Agreement, the Client was requested to provide surety for compliance with the obligations arising from the Agreement and the said surety is not forthcoming or is inadequate.

2. Furthermore, I-Real shall be entitled to dissolve the Agreement (or have the Agreement dissolved) should circumstances arise which are of such nature that fulfilment of the Agreement becomes impossible or by standards of reasonableness and fairness can no longer be expected, or any other circumstances arise which are of such nature that continuation of the Agreement without amendment cannot reasonably be expected.

3. In the event of dissolution of the Agreement, any amounts receivable by I-Real from the Client will become immediately due and payable. In the event that I-Real suspends the fulfilment of its obligations, it will retain its claims pursuant to the law and the Agreement.

4. I-Real shall at all times retain the right to claim compensation.

Article 14 Return of goods made available to the Client

1. If I-Real has made goods available to the Client for the performance of the Agreement the Client will be obliged to return the goods provided in their entirety, in their original condition and free of any defects within 14 days. Should the Client fail to fulfil this obligation all ensuing costs will be borne by the Client.

2. If, for whatever reason and following a demand to that effect, the Client remains in default of the obligation set out in section 1, I-Real shall be entitled to recover from the Client all damages and costs resulting therefrom, including replacement costs.

Article 15 Liability

1. In the event that I-Real is liable, this liability will be limited in accordance with the provisions laid down in this Article.

2. I-Real cannot be held liable, not even if I-Real has outsourced duties to its suppliers, for:

- a) Errors or defects in material supplied by the Client;
- b) Misunderstandings or errors in the performance of the Agreement if the reason or cause of such lies in the acts or omissions of the client, such as the late delivery or non-delivery of complete, sound and clear information and/or materials;
- c) Errors or defects by third parties engaged by or on behalf of the Client and/or I-Real, including third party servers or other electronic services to I-Real and its Client being offline.
- d) Inaccuracies in offers submitted by suppliers or for prices quoted by suppliers being exceeded;
- e) Errors or defects in the Software if the Client has approved the Software and the Equipment and peripherals or has had the opportunity to perform an inspection and declined, making it clear that no such inspection was required.
- f) Errors or defects in the Software or the Equipment or peripherals, if the Client has not had a particular functionality or prototype prepared or a particular test performed and such functionality, prototype or test would have revealed the errors or defects.
- g) Linguistic, textual and/or grammatical errors.
- h) The purchase, supply and/or installation of Software and Equipment or peripherals.
- i) The lack of sufficient space on third-party servers to be able to adequately deliver the services delivered by I-Real.

3. Save in the event of deliberate act or omission or gross negligence on the part of I-Real or the management of I-Real, the liability of I-Real for damage or loss arising from an agreement or any wrongful act committed against the client will be limited to an amount reasonably proportionate to the status of the order, on the understanding that this amount will not exceed € 2,250.

4. Any and all liability will expire twelve months after the date of completion of the work commissioned

5. Where reasonably possible the client will be required to retain copies of materials and data it has supplied until the work commissioned has been completed. If the Client fails to do so I-Real cannot be held liable for any damage or loss that would not have occurred if such copies had existed.

6. Upon completion of the work commissioned neither the Client nor I-Real will have any obligation to the other to retain the material and data used.

Article 16 Indemnities

1. The Client shall indemnify I-Real against any third-party claim relating to intellectual property rights in materials or information supplied by the Client and used in the performance of the Agreement.

2. In the event that the Client provides I-Real with any data carriers, electronic files or software etc., Client guarantees that the said data carriers, electronic files or software are free of viruses and/or defects.

Article 17 Force Majeure

1. Parties are not required to comply with any obligation if they are prevented from doing so as a consequence of a circumstance not attributable to fault and which is not regarded as their responsibility by virtue of the law, legal action or according to generally accepted standards.

2. In addition to the interpretation of this concept in the law and in jurisprudence, force majeure is held in these General Terms and Conditions to include all external causes, foreseen or unforeseen, over which I-Real has no influence, but due to which it is unable to comply with its obligations, including industrial action at I-Real.

3. I-Real also has the right to invoke force majeure if the circumstance that prevents (further) compliance takes effect after I-Real should have complied with its obligations.

4. The parties may suspend obligations under the Agreement for as long as the force majeure continues. If this period exceeds two months, either party shall be entitled to dissolve the Agreement, without any obligation to pay compensation for damages to the other party.

5. If and insofar as, at the time that force majeure takes effect, I-Real has partially fulfilled its obligations under the Agreement or will be able to comply with them, and independent value is attached to that part of the obligations that has been or will be fulfilled, I-Real will be entitled to invoice for the said part separately.

6. The Client is obliged to settle this invoice as if it related to a separate agreement.

Article 18 Confidentiality

1. Both parties are obliged to observe confidentiality with respect to all confidential information that they have obtained in connection with the Agreement from each other or from any other source. Information is deemed to be confidential if a party has identified it as such or if this is obvious due to the nature of the information.

2. If I-Real is required on the grounds of a provision of law or a pronouncement of the court to disclose confidential information to third parties appointed by the law or the competent judge, and is unable to avail itself in this regard of a legally defined privilege or one recognised or granted by the competent judge, I-Real shall not be required to compensate or indemnify the counterparty and the counterparty shall not be entitled to dissolve the Agreement on the grounds of any damage arising as a result.

Article 19 Non-acquisition of staff

The Client shall, for the duration of the agreement, as well as for one year after its termination, refrain from employing I-Real employees or making use of the services of I-Real employees in any way whatsoever or otherwise, directly or indirectly, save after proper business discussion of the matter with I-Real. This shall likewise apply to companies whose services I-Real has used in execution of the Agreement.

Article 20 Penalty clause

If the Client acts in breach of Article 19, it shall be liable to pay I-Real an immediate penalty of €60,000 (sixty thousand euros) without prejudice to the right of I-Real to demand full compensation instead of the penalty.

Article 21 Applicable law

Each agreement between I-Real and the Client shall be governed by Dutch Law. The court of Zutphen shall have exclusive jurisdiction.

PART B: PROVISIONS PERTAINING TO RIGHT OF USE

The provisions set out below shall apply in addition to the general provisions of these General Terms & Conditions in relation to works which are or will be realised by I-Real and used by the Client.

Article 22 Intellectual property rights

1. Unless otherwise agreed, all works created by I-Real within the scope of the work commissioned, such as working drawings, illustrations, designs, software and other materials or (electronic) files and all other intellectual property rights will remain the property of I-Real notwithstanding whether such has been made available to the Client or any third party.

2. Unless otherwise agreed, examination of whether any third party intellectual property rights exist does not fall within the scope of the work commissioned. This likewise applies to the exploration of the possibilities of such forms of protection for the Client.

3. Unless the work is not suitable for that purpose, I-Real will at all times be entitled to imprint its name on or in or to remove it from the work (or to have its name imprinted on or in, or removed from the work), and without prior consent the Client may not publish or reproduce the work without identifying I-Real by name.

4. Unless otherwise agreed the Client cannot demand that I-Real hand over or supply the (digital) source files created by I-Real, within the scope of a safe custody agreement, for example.

Article 23 Right of use

1. Once the Client has fully complied with its obligations under the Agreement with I-Real, the Client shall acquire a non-exclusive right to use the agreed works, if and insofar as this concerns the right to publish and reproduce the works such will be in accordance with the purpose agreed at the time the work was commissioned.

2. If no specific purposes have been agreed, the right of use granted will be limited to the manner of use for which firm intentions existed at the time the work was commissioned.

3. The right of use shall apply only to those software components in respect of which right of use has been agreed. Should it immediately become clear that other software modules and/or components are in use, to which rights of use apply and in respect of which no agreement can be provided, I-Real shall be entitled to retroactively charge the applicable fees.

4. The Client will not be entitled to use the work more widely than agreed without the prior written consent of I-Real. I-Real must be duly notified of any intention to change the purpose for the right of use.

The records of I-Real will serve as sole and conclusive evidence.

5. The right of use is expressly not subject to transfer under property law or contract law. The Client is not permitted to sell, hire out or dispose of the works or the carriers on which the works are located, nor to make such available to any third party or to use such on behalf any third party, nor to grant limited rights in respect of the carriers or the works.

6. Unless agreed otherwise, the Client is not authorised to make any changes or have any changes made to the provisional or definitive work, nor to make a back-up copy for its own use or perform any reverse engineering without the prior written consent of I-Real.

7. The Client shall be obliged, upon expiry of the right of use, to return to I-Real all works and carriers of works made available pursuant to the Agreement.

8. I-Real will remain the owner of the Software and is thus authorised to make any alterations to its software or to add customers and/or objects to its software notwithstanding that the software is installed at the head office of a third party or partner.

9. With due consideration of the interests of the Client, I-Real shall be free to use the works for its own publicity or promotional purposes.

Article 24 Fair use

1. The Client and its clients are obliged to use the services provided by I-Real in accordance with the terms, conditions and instructions of I-Real. Upon accepting this fair use policy the Client accepts that it will not, in any event, be entitled to:

- a) sale, hire out, dispose of, make available to any third party, reproduce and/or disclose the access data and/or (source) code of the software via which access is granted or services are provided;
- b) (Attempt to) investigate or test the vulnerability of the systems or networks used by I-Real

- and/or to enter/breach the security without I-Real having given explicit consent to do so;
- c) Publish documents or links to documents on Internet, covered by intellectual property rights or other rights, without the express consent of the holder of the rights;
 - d) Hinder any other client in their use of I-Real systems, by sending mail bombs, flooding a system or attempting to overload a system, for example;
 - e) Design, create, introduce and/or spread computer viruses.
2. Should the Client act in breach of the above conditions, then I-Real shall have the following - combinations of - rights:
- a) To remove product and/or other information originating from the Client or any third party or parties engaged by the Client;
 - b) To remove or relocate systems or system components belonging to I-Real, the services available on these systems or system components, the Client's user name(s) and password(s) relating to the services and/or products purchased from I-Real;
 - c) To terminate the services, with immediate effect, without being entitled to a refund of the moneys already paid for the services already rendered by I-Real;
 - d) To demand immediate payment of a penalty of €50,000 (fifty thousand euros) without prejudice to the right of I-Real to claim full compensation, instead of the penalty, if that amount is higher.

Article 25 Software development

1. I-Real undertakes to execute the assignment to develop software, to the best of its ability and with due care, on the basis of information provided by the Client. The Client warrants the accuracy, completeness and consistency.
2. I-Real may examine the completeness and consistency of the information and functional specifications provided and postpone the performance of the assignment until the Client has rectified any irregularities identified.

Section 26 Maintenance

1. The Software is developed and supplied subject to a mandatory Service Level Agreement (SLA).
2. If the Client has entered into a maintenance contract for equipment and peripherals, the provisions which constitute part of the maintenance contract shall apply. Material costs and travel expenses are never included in a maintenance contract.

Article 27 Delivery, installation and acceptance

1. I-Real shall deliver and, if so agreed at the time the Agreement is established, install the Software developed and/or provided pursuant to the Agreement and in accordance with the functional specifications to be agreed in writing. The Software will be deemed accepted by the Client upon delivery or, if installation by I-Real has been agreed, upon completion of the installation.
2. The Client should test the various items and/or functionalities on its own initiative within a period of four weeks. After this period the right to withhold acceptance will lapse.
3. If an acceptance test was agreed at the time the Agreement was established and during the acceptance test any errors - in the sense of non-compliance with functional specifications - come to light which impede the progress of the acceptance test, the test period will be interrupted until the impediment has been removed.
4. If an acceptance test was agreed at the time the Agreement was established and during the acceptance test any errors - in the sense of non-compliance with functional specifications - come to light, I-Real will use its best efforts and due care to resolve these errors within a reasonable period of time - provided the Client reported them to I-Real in writing before the end of the test period. I-Real is entitled to introduce temporary solutions, program diversions or restrictions aimed at avoiding problems.
5. The Client is not entitled to withhold acceptance of the software on grounds that are not related to the functional specifications agreed in writing at the time the Agreement was established nor on the grounds of any small errors which do not prevent the software being used for productive or operational purposes.
6. The non-acceptance of a particular stage and/or particular component will not prevent the acceptance of an earlier stage and/or other component.

PART C: SALE OF EQUIPMENT AND PERIPHERALS

The provisions set out below shall apply in addition to the general terms and conditions if this agreement relates to Equipment and peripherals owned by the Client or a third party delivered to the Client by I-Real.

Article 28 Delivery and purchase obligation

1. The client is obliged to purchase the ordered Equipment and/or peripherals at such time as they are made available to the Client in accordance with the Agreement.
2. Should the Client refuse to take delivery of the goods or neglect to provide information or instructions required in respect of delivery, I-Real will be entitled to put the Equipment and/or peripherals into storage for the account and at the risk of the Client.
- 3 If the Equipment and/or peripherals are to be delivered, then I-Real will be entitled to charge administration and delivery costs.
- 4 If and insofar as I-Real has specified a term of delivery, this will be indicative only; any term of delivery specified, for whatever reason, will not entitle the Client to any compensation, nor to demand the dissolution of the Agreement.
- 5 The risk of loss, theft and damage to the Equipment and/or peripherals shall pass to the Client upon delivery to the Client. However, if a carrier is used for the delivery (whether or not at the Client's request or instruction), the risk of loss, theft and damage shall already pass to the Customer when the Equipment and/or peripherals are delivered to the carrier.
- 6 The Client shall provide an environment that meets the appropriate requirements specified by I-Real for the Equipment and/or peripherals delivered (with regard to temperature, humidity and technical environment requirements, etc.).
- 7 If and insofar as the parties have expressly agreed such in writing, I-Real shall install or arrange the installation of the Equipment and/or peripherals if necessary. Any obligation on the client to install the Equipment and/or peripherals does not include an obligation to install software or to perform a data conversion.
- 8 If and insofar as I-Real has undertaken to perform the installation the Client - prior to delivery of the Equipment and/or peripherals - will provide a suitable installation site with all necessary facilities such as wiring and telecommunication facilities and follow all instructions issued by I-Real in relation to the installation.
- 9 To enable I-Real to perform the necessary work, the Client will grant I-Real access to the installation site during I-Real's normal working hours. Should I-Real be unable to access the installation site or to perform the installation, for whatever reason, the (travel) time involved and the travel expenses incurred will be charged to the Client.

Article 29 Transfer of risk

The risk in respect of the goods covered by the agreement will pass to the Client at the time the goods are legally and/or physically delivered to the Client and thus placed under the control of the Client or a third party assigned by the Client.

Article 30 Guarantee

1. I-Real will apply the guarantee once it has received the defective Equipment and/or peripherals at its address, such having been returned by the Client.
2. I-Real will use its best efforts to resolve any material and/or manufacturing faults in the Equipment and/or peripherals, and in any components supplied by I-Real under the guarantee, within a reasonable period of time and free of charge provided they are reported to I-Real, with a detailed description, within the agreed term of guarantee and in any event within 12 months of delivery. If, in I-Real's reasonable judgement, repair is not possible, repair would take too long or the cost of repair would be disproportionately high, I-Real shall be entitled to replace the Equipment and/or peripherals, free of charge, with similar but not necessarily identical Equipment and/or peripherals. Any data conversion required as a result of repairs or replacement is not covered by the guarantee. Any components which are replaced will become the property of I-Real. The guarantee will become void if the material and/or manufacturing faults result wholly or partially from careless or incompetent use, external causes such as damage by fire or water, or if the Client has modified or allowed modifications to be made to the Equipment and/or peripherals or the components supplied by I-Real under the guarantee without the prior consent of I-Real. I-Real will not withhold such consent without reasonable grounds.
3. I-Real shall charge work and repair costs falling outside the scope of this guarantee in accordance with its customary rates.
4. I-Real will be under no obligation to repair errors reported after the expiry of the guarantee period unless the Parties have concluded a maintenance agreement which includes such a duty to repair.
5. If and insofar as I-Real supplies the Client with equipment and/or peripherals of any third parties, the terms and conditions of business of such third parties shall apply with respect thereto, replacing the divergent conditions in these General Terms and Conditions. These third party terms and conditions can be requested from I-Real.

Terborg (Gelderland, NL), 9 November 2010