

Service Level Agreement Level 4 Terms and Conditions

Art. 1. General

- 1.1 The General Terms and Conditions of BIS Business Information Systems NV are applicable to this contract.
- 1.2 This contract applies solely to the equipment referred to in subsection VI.
- 1.3 This contract is non-transferable, unless the Supplier has approved this in writing.
- 1.4 The Supplier shall provide telephone support on working days from 8:30 am to 5:00 pm, unless expressly stated otherwise.
- 1.5 Work arising from this contract shall be done during working days/hours of the Supplier (Monday to Friday, 8:30 am to 5:00 pm), unless expressly stated otherwise. If, at the Customer's request, this is derogated from, an additional fee shall be charged every time work is performed.
- 1.6 Unless stated otherwise in subsection VI, the standard factory and/or lamp guarantee shall be applicable to the respective equipment.
- 1.7 The Customer must ensure that after the appointment is made, the equipment is fully available for maintenance work.
- 1.8 The Supplier shall have the right to involve third parties to perform the work.
- 1.9 This contract shall not be applicable to consumables (lamps, filters, etc.) unless expressly stated otherwise.
- 1.10 The time taken to repair and/or supply spares cannot be guaranteed in advance, as the Supplier sometimes has to depend on third parties in this regard.
- 1.11 If the Supplier cannot fully or partially meet the agreed terms and conditions due to unforeseen circumstances, the Customer cannot recover from the Supplier possible damages or costs arising from this.

Art. 2. Preventive Maintenance

- 2.1 This service contract includes a preventive maintenance session to be carried out once per calendar year for the duration of the contract, at the postcode location of the Customer as stated in subsection V of this contract.
- 2.2 The scheduling of this preventive maintenance session shall take place via mutual discussion. If not all areas are available on the agreed day(s), the Supplier shall be entitled to charge the Customer for the extra costs if this maintenance is still carried out on another day or days.

Art. 3. Malfunctions - Repairs - Replacement Warranty

- 3.1 After a malfunction is reported, the Supplier will do everything possible to act within the time limit mentioned in subsection IX. Here, too, the normal working days/hours of the Supplier shall be applicable.
- 3.2 Included in this contract, unless expressly stated otherwise, is the localisation and, if possible, the immediate removal of malfunctions. If it is not possible to immediately repair the malfunction, there will be search for a solution in consultation with the Customer, which will mostly result in the respective defective product being dismantled, after which the latter can be taken for repairs.

- 3.3 Submitting the defective product for repairs and any repairs that have to be done shall be done under the conditions applicable to this:
- 3.3.1 In the event of repairs outside the guarantee period, or if there is no compliance with the conditions, or if a unit without defect is submitted, the Supplier shall be entitled to charge not only the incurred costs + possible courier costs, but also **AT LEAST** the inspection costs at the rate of EUR 75.00 per hour, regardless of the nature of the repairs.
- 3.3.2 If, after inspection of your unit for which the guarantee period has expired or which does not satisfy the guarantee conditions, you receive a price estimate for repairs, and you decide not to have the repairs done, you will be charged for the inspection costs. If the Supplier cannot carry out the preliminary inspection itself but has outsourced this, these costs may be higher. These extra costs, too, shall always be charged. Should you decide to purchase a new unit from the Supplier, these inspection costs shall be deducted from the new purchase price (except for the externally incurred inspection costs if the defective unit is not covered by the factory guarantee).
- 3.3.3 If the equipment is sent to the manufacturer outside the guarantee period, the accompanying (dispatch) costs shall be passed on to the Customer. If the equipment is declared a total loss, you may indicate in writing that you wish to dispose of the equipment.
- 3.3.4 Where defects are not covered by the guarantee (for example, if the damage was caused by it falling, accumulating water or dirt), you shall be charged for the externally incurred costs which, in that case, shall not fall under the factory guarantee. It is up to the Supplier to decide whether the equipment needs to be sent to the manufacturer for further inspection.
- 3.3.5 Possible transportation damage shall be at your expense, unless the Supplier does the transportation.
- 3.3.6 Equipment on loan is generally delivered without the remote control device.
- 3.3.7 If you have purchased a Service Level Agreement or any other guarantee extension, the following matters shall be excluded, unless expressly stated otherwise:
- projection lamps;
 - all external misfortunes, including damage and flooding, regardless the cause; wear and tear, dust, deposit or any other gradual deterioration pursuant to the normal functioning and use of the insured objects, aesthetic defects such as scratches, scrapes, dents insofar as these do not affect the normal working of the insured object;
 - costs to reconstruct data or data carriers that were lost through any programming, key-punching, insertion, set-up or processing error, deletion or disposal of data carriers by mistake or the effects of magnetic fields;
 - consequential damage such as operating loss, commercial liability, fines and levies of whatever nature;
 - extra costs while carrying out repairs at the request of the Customer, due to overtime, night work or other measures such as emergency dispatches, as well as fetching and subsequently delivering spares, which involve extra costs. Extra costs shall be paid only if this was discussed in advance with the insurers.

Art. 4. Duration of the contract

This contract shall come into effect on the date mentioned in subsection IV for a period pro-rata the current calendar year plus 3 calendar years, unless expressly otherwise agreed in writing.

4.2 It shall thereafter be tacitly extended, each time for a period of one year.

Art. 5. Termination of the contract

5.1 The Customer can terminate this contract by registered letter that must reach the Supplier at least ten months before the contractual period has expired. After the expiry of the contractual period, the registered letter of termination must reach the Supplier three months before the end of the current calendar year.

5.2 If the Customer's account shows an outstanding balance, the Supplier shall have the right - without a letter of demand or proof of default - to suspend his obligations as described in this contract.

5.3 If the Customer, despite a demand, fails to settle his account and by doing so fully settles all outstanding invoices, then the Supplier shall have the right to cancel this contract with immediate effect without the requirement of further notice of default or judicial intervention.

5.4 The Customer shall release the Supplier from all liability for the damage that may occur in the event of termination/suspension of this contract.

Art. 6. Financial Terms and Conditions

6.1 The fixed rate is calculated per year and parties shall mutually decide and agree to this in advance. The Supplier reserves the right, at the time of each extension, to adjust the rate per calendar year according to the then applicable index.

6.2 The rate shall apply only for the services mentioned in this contract.

6.3 Invoicing shall be done in advance, at the starting date and pro-rata to the current year and, subsequently, in January for the entire calendar year and this shall be done for a period of 3 consecutive years. In total, therefore, there shall be 4 invoices for the entire amount. All prices mentioned in this contract are exclusive of 21% VAT.

6.4 The rate shall apply insofar as the equipment is installed no higher than 3 metres from the ground, unless expressly decided otherwise. If the equipment is installed higher than 3 metres from the ground, extra costs for scaffolding material and construction shall be charged.

6.5 The Customer shall be charged at the then applicable rates for work, materials and/or waiting times longer than fifteen minutes, that are not covered by the services or conditions mentioned in this contract.