

**GENERAL DELIVERY CONDITIONS HUB BASE BV**

*The service that HUB BASE BV offers is for all customers. Every day, HUB BASE BV is working to optimize its service for customers. It may well be that HUB BASE BV is making adjustments to its service in order to make the cooperation even better.*

**HUB BASE**  
THE LEAN PROCESS COMPANY

## 1. Definitions

1.1 In these general terms and conditions is meant by:

<b>Database</b>	The Counterparty database;
<b>Service</b>	Advising, consultancy and related services in the field of information and communication technology (ICT), logistics, organization, (interim) management, projects, services, coaching, career development and legal issues as well as the development of ICT applications. temporary staffing or secondment recruitment, selection and lending of personnel in other areas.
<b>HUB BASE</b>	HUB BASE B.V., established and having its office at (2297 PH) Wateringen, at Maaslandseweg 4, registered in the Commercial Register of the Chamber and Commerce for The Hague under file number: 27287338.
<b>Agreement</b>	The agreement between HUB BASE and the other party to perform services.
<b>Program-assignment</b>	The assignment provided by the other party to HUB BASE for the programming and delivery of software applications.
<b>Request</b>	A request from a counterparty for services.
<b>Counterparty</b>	A counterparty of HUB BASE under an agreement.
<b>Processor</b>	An adaptation of personal data via automated procedures.
<b>Responsible</b>	A customer who determines and controls the purpose and means for the processing of personal data.

## 2. Applicability

2.1 These general terms and conditions apply to all offers, legal relationships with contracts and agreements with and from HUB BASE, including every service agreement.

2.2 Deviations from these general terms and conditions are only valid if they have been explicitly agreed in advance in writing.

2.3 These general terms and conditions also apply to additional agreements and subsequent agreements between HUB BASE and the counterparty

2.4 The applicability of any (general) conditions of the counterparty is expressly rejected here.

2.5 These general terms and conditions also apply to additional agreements and subsequent agreements between HUB BASE and the counterparty.

## 3. Establishment Agreement

**Copyright** all rights reserved. The contents of this document remain the property of HUB BASE B.V. Date of issue June 2018.

3.1 All offers and other expressions of HUB BASE are without obligation, unless explicitly stated otherwise in writing. HUB BASE is never obliged to accept and / or execute Requests from the other party.

3.2 All offers are valid for 30 days, unless a quotation or advertisement states otherwise.

3.3 An agreement between HUB BASE and the other party is established at the time that HUB BASE accepts a request from the other party, or at the moment that the other party confirms in writing the acceptance of the offer from HUB BASE.

#### **4. Price, payment and default**

4.1 The prices and discounts used by HUB BASE are the prices and discounts that are in effect on the day of the conclusion of the agreement, unless HUB BASE and the other party have agreed otherwise in writing.

4.2 The prices are exclusive of turnover tax (VAT), excise duties and any other levies imposed by the government.

4.3 If the other party does not wish to agree to an increase in prices and / or rates made known by HUB BASE and this increase amounts to more than 15%, the other party shall be entitled to terminate the agreement in writing or cancel the request within eight days of the said notification. cancel at the date stated in the notification.

4.4 All invoices of HUB BASE must be paid within 30 days after the invoice date thereof or as much earlier as indicated by HUB BASE in the manner indicated by HUB BASE without any right to discount and / or settlement.

4.5 All costs related to the payment, including also the provision of security, will be borne by the Other Party.

4.6 After the expiry of the term referred to in Article 4.4, the Other Party shall be automatically and without notice of default being required in default.

4.7 HUB BASE is entitled to suspend its work for the Other Party as soon as the Other Party is in default in its payment obligations. If the Other Party is in default under its (payment) obligation (s), HUB BASE is entitled to invoice all work that has been performed and which have not yet been invoiced and to use a payment term of one working day and then to request security or an advance payment. for any further work that may be performed.

4.8 From the due date of the invoice up to the time of full payment, the Other Party shall owe HUB BASE about the outstanding amount immediately and therefore without further notice of default by HUB BASE, statutory (commercial) interest plus 2%. If the Counterparty continues to fail to pay the claim, HUB BASE can hand over the claim, in which case the Counterparty is also obliged to fully reimburse extra-judicial and judicial costs, including all costs charged by external experts in addition to the costs established in court, related with the collection of this claim or of the exercise of the law otherwise. HUB BASE is entitled to set the amount of the judicial and extrajudicial costs at a flat rate of 15% of the total amount, with a minimum of € 250.00 (two hundred and fifty euros). If the actual (extra) judicial costs are higher than the above calculation, the actual costs are owed.

4.9 The other party is never entitled to settle (pretense) claim (s) against HUB BASE with debts of HUB BASE.

4.10 If the Counterparty disputes the amount of the invoice, he must notify HUB BASE of his objections in writing within 14 days of the invoice date, failing which this right will lapse.

4.11 If the Other Party is a legal entity and is connected with other legal entities in a group within the meaning of article 2: 24b Dutch Civil Code, it is jointly and severally liable towards HUB BASE for the

payment of all current and future claims of HUB BASE to the other legal entities with whom she is connected in a group.

## **5. Service HUB BASE**

5.1 HUB BASE has a best efforts obligation and no obligation to achieve results with regard to all assignments given to it.

5.2 All (delivery) periods for Services rendered and / or agreed by HUB BASE have been determined to the best of its knowledge, but are never binding or strict deadlines. The mere exceeding of a specified or agreed term does not result in HUB BASE being in default nor does it result in an attributable shortcoming. In the event that the term is exceeded, HUB BASE will still perform the services in favor of the counterpart.

5.3 The counterparty shall ensure that all data, of which HUB BASE indicates that these are necessary or of which the counterparty should reasonably understand that these are necessary for the execution of the Agreement, are provided to HUB BASE in time. If the data required for the execution of the Agreement have not been provided to HUB BASE in time, HUB BASE shall be entitled to suspend the performance of the Agreement and / or to charge the counterparty for the extra costs resulting from the delay in accordance with the usual rates.

5.4 If it has been agreed that the agreement will be executed in phases, HUB BASE can suspend the execution of those parts that belong to a following phase until the other party has approved the results of the preceding phase in writing.

## **6. Programming**

6.1 If the service provision (also) consists of programming work, HUB BASE will always handle the code of the database as carefully as possible when executing the programming assignment, taking into account the security of the database against digital burglars (so-called hackers), and leak the code and the contents of the database to third parties.

6.2 HUB BASE will only view and edit the code of the functions and / or parts of the database or use it differently at times and in such a way that it may reasonably be assumed that this is necessary in order to be able to complete the programming assignment.

6.3 HUB BASE will only view data from the files attached to the database, download them on a storage medium, duplicate them or otherwise use them when it can reasonably be assumed 3. is deemed necessary to complete the programming assignment properly.

6.4 HUB BASE must at all times carry out the programming assignment in the manner, working towards the result and within the period, as agreed upon.

6.5 If the programming instruction has not been carried out to the satisfaction of the other party, the other party must notify HUB BASE in writing within five working days on which areas the programming order has not been executed properly. HUB BASE will repair the defects as soon as possible if the complaint of the other party is deemed to be well-founded by HUB BASE.

6.6 The other party must make a back-up of the software and the database in which HUB BASE will carry out its work before the programming assignment is started. This backup may be up to 4 hours old, calculated from the moment the assignment is actually started.

## **7. Engaging third parties**

7.1 The HUB BASE is at all times free to engage third parties for the execution of orders given to it.

7.2 HUB BASE will always proceed carefully when engaging third parties. HUB BASE, however, is not liable for damage that is the result of shortcomings of third parties. HUB BASE assumes, and if necessary hereby stipulates, that an instruction given to it by its counterparty includes the authority to accept any liability limitations of third parties on behalf of its counterparty.

## 8. Liability and indemnity

8.1 The liability of HUB BASE for services and / or programming assignments for indirect damage, consequential loss, lost profit, damage arising from claims of third parties against the other party, damage due to exceeding of a term or property damage consisting of destruction, damage or loss of goods and / or data (carriers) used by the Counterparty in the normal exercise of a profession or business is excluded. More specifically, HUB BASE is not liable for incorrect advice regarding the purchase, use and application of hardware and software, whether or not on the basis of the brand, producer and / or supplier, as well as errors and / or imperfections in advice about laws and / or regulations.

8.2 HUB BASE is not liable for damage, of whatever nature, caused by the fact that in the execution of the agreement HUB BASE has assumed incorrect and / or incomplete information provided by the other party, unless this inaccuracy or incompleteness was or should have been known to it.

8.3 The total liability of HUB BASE due to attributable shortcoming in the fulfillment of the agreement is limited to compensation of direct damage up to the invoice value ex VAT of the relevant Services the amounts, or the amount that the (professional) liability insurance of HUB BASE in the concerning case to her. If the agreement is primarily a continuing performance contract with a term of more than six months, the stipulated price is set at the total of the invoice value ex VAT for six months.

8.4 The term "direct damage" as referred to in Article 8.3 only means: a) The reasonable costs that the other party would have to incur in order to have the performance of HUB BASE comply with the agreement. However, this damage will not be compensated if the other party has terminated the agreement; b) The costs incurred by the Other Party for the longer-term operation of its old system or systems and associated facilities, because HUB BASE has not delivered on a delivery date that is binding for him, less any savings resulting from the delayed delivery; c) The reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of this condition; d) The reasonable costs incurred to prevent or limit damage, in so far as the other party demonstrates that these costs have resulted in the conversion of direct damage within the meaning of these conditions.

8.5 Apart from the cases mentioned in articles 8.3 and 8.4, HUB BASE is not liable for damages, regardless of what an action for compensation would be based on. The maximums mentioned in articles 8.3 and 8.4 shall lapse if and insofar as the damage is the result of intent or gross negligence on the part of the Other Party.

8.6 Liability of HUB BASE arises only if the other party logs HUB BASE in good time in writing within 14 days after it has been informed of the alleged damage, stating a 4. reasonable term for the purification of the shortcoming, and HUB BASE also after that period in the fulfillment of his obligations remains attributable shortage. The notice of default must contain as detailed a description of the shortcoming as possible.

8.7 The other party indemnifies HUB BASE and its staff members from all third-party claims, including the reasonable costs of legal assistance, which in any way relate to or ensue from activities performed by HUB BASE, except for intent and gross negligence on the part of HUB BASE.

## 9. Force majeure

9.1 If HUB BASE can not meet its obligations towards the other party due to a non-attributable shortcoming (force majeure), those obligations will be suspended for the duration of the situation of force majeure.

9.2 Force majeure of HUB BASE is understood to mean any circumstance beyond the control of HUB BASE, as a result of which the fulfillment of (the relevant part of) its obligations vis-à-vis the other party is prevented, delayed or made economically impossible, as a result of which the fulfillment of these obligations can not reasonably be made by HUB BASE can be required. Force majeure also means a shortcoming of suppliers of HUB BASE. If a force majeure situation has lasted longer than

thirty days, the parties have the right to terminate the agreement by means of written termination. What has already been performed pursuant to the agreement will then be settled proportionally, without the parties owing each other anything.

## 10. Termination and dissolution

10.1 The parties to the termination of the agreement shall only be entitled to dissolve the agreement if the other party, after a proper and detailed written notice of default with which a reasonable period is set for the purification of the shortcoming, imputably falls short in the fulfillment of essential obligations pursuant to the agreement.

10.2 HUB BASE can terminate the agreement without notice and without judicial intervention by written notice in whole or in part, or dissolve, if the other party fails in its (payment) obligation (s), whether or not provisionally, suspension of payment is granted, if regarding of the Other Party bankruptcy is applied for, is charged to its attachment or if the company of the other party is liquidated or terminated, or if the other party loses the free disposal of its assets in another way. HUB BASE will never be obliged to pay any compensation due to this termination.

10.3 If the other party has already received performance for the execution of the assignment or agreement at the time of dissolution or termination of the agreement as referred to in Article 10.1 and / or 10.2, these performances and the associated payment obligation will not be reversed, unless HUB BASE has the performance of that performance is substantially in default. Amounts that HUB BASE has invoiced for the termination or termination in connection with what it has already performed or delivered in execution of the agreement remain due and will become immediately due and payable at the moment of termination and / or dissolution.

10.4 In the event of invalidity of one or more provisions from a legal relationship between the HUB BASE and the other party or in these general terms and conditions, the parties will consult in order to agree on new provisions to replace the null and void or nullified provisions, whereby as much as possible the purpose and scope of the null and void or nullified provision.

10.5 The other party can not terminate this agreement prematurely and the other party hereby waives its rights under Section 7: 408 of the Dutch Civil Code.

## 11. Processing agreement

11.1 HUB BASE processes personal data for and on behalf of the customer. HUB BASE and the customer are therefore obliged to conclude a processing agreement in accordance with the General Data Protection Regulation (AVG). HUB BASE 'processor' and the customer is 'responsible'. HUB BASE will only process the personal data for and on behalf of the customer, or insofar as HUB BASE is obliged to do so on the basis of a statutory duty. HUB BASE has no control over the personal data made available by the customer. The customer guarantees that the personal data may be processed on the basis of a basis mentioned in the AVG.

HUB BASE takes technical and organizational measures to protect the personal data of the customer against loss or any form of unlawful processing. The Customer acknowledges that the measures taken by HUB BASE are regarded as an appropriate security level in the sense of the AVG. The customer is entitled, in consultation with HUB BASE during the term of the agreement, to check compliance with this by an independent expert, for example by means of an audit. The customer will bear all costs in connection with this inspection.

11.2 Technical measures:

- Connections to websites are secured by means of an SSL certificate
- Passwords are stored encrypted in the database and can not be retrieved

- The system logs itself off after some time inactive
- The system is secured against sql-injection
- The system is secured against cross-site scripting

#### 11.3 Organizational measures:

- All employees of HUB BASE have signed a confidentiality agreement
- Secure access to locations and equipment
- Every employee has his own login

HUB BASE will do everything that can reasonably be expected of it to make it possible to comply with binding instructions from the Dutch Data Protection Authority.

The controller will immediately inform HUB BASE of this binding instruction. If HUB BASE does not do what can reasonably be requested of it by means of which negligent negligence on the part of HUB BASE, then the applicable limitation of liability as referred to in Chapter 8 does not apply.

11.4 Sub-processor A contract between the processor and a sub-processor must have the same obligations as those under this processing agreement. If the sub-processor does not fulfill his data protection obligations, the processor will be fully liable to the controller.

#### 11.5 Privacy and confidentiality

HUB BASE is aware that the information that the customer of HUB BASE shares and stores outside HUB BASE has a secret and business sensitive character. All employees authorized for this purpose will deal with the customer's information in a responsible manner during their employment and thereafter, as included in their employment contract with a confidentiality clause. HUB BASE will assist the customer in the execution of requests from those involved arising from the AVG, at least to the extent that the customer is unable to do so himself.

## 12. Transfer

12.1 Without the prior permission of HUB BASE, the other party is not permitted to transfer all or part of its rights under its legal relationship with HUB BASE or one or more obligations ensuing therefrom to third parties, or to have them actually performed by third parties.

## 13. Intellectual and industrial property rights

13.1 All intellectual property rights relating to the products and services supplied by HUB BASE are held by HUB BASE or its licensors. The counterpart becomes the owner of the programming code. This may not be used by a third party.

## 14. Applicable law and choice of forum

14.1 Only Dutch law applies to the legal relationships between HUB BASE and the other party. 14.2 Disputes between HUB BASE and the other party will only be settled by the competent court in The Hague.