The small print.

General Terms and Conditions of Sale and Delivery

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This is a translation. In case of any discrepancy, the Dutch text prevails.

Via B.V. (Chamber of Commerce: 160 68 457), Rembrandterf 1, 5261 XS Vught, the Netherlands

Article 1. Definitions

1. VIA: the private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) Via B.V., having its registered office in Vught, the Netherlands, and its place of business at Rembrandterf 1, 5261 XS Vught, the Netherlands. Registered with the Chamber of Commerce under number: 160 68 457.
2. Agreement: any agreement concluded between VIA and the Customer, any amendment or supplement thereto, as well as all (legal) acts in preparation for and/or in performance of that agreement.
3. Services: the supply of VIA Software, Goods and other services (including organisational and IT advice, feasibility studies, consultancy, education, courses, training, support, secondment, the design or development of software or information systems or the provision of assistance therewith, and services relating to networks and to the development, use and maintenance of software).
4. VIA Software: the applications (Services) offered by VIA (or by its Commercial Agent on VIA's behalf).
5. Goods: the goods that VIA sells and supplies to the Customer under an Agreement, such as certain traffic data from third parties.
6. Subscription: the Agreement between the Customer and VIA that governs access to and use of the VIA Software and the conditions applicable thereto.
7. Customer: any natural or legal person who concludes and/or has concluded an Agreement with VIA and/or is in negotiations with VIA about concluding an Agreement.
8. User: the person who obtains personal access to VIA Software under a Subscription.
9. Delivery Period: the periods stated by VIA for the delivery of Services and/or Goods.
10. Partner: the natural or legal person with whom VIA works together, for example in the collection of data, the development of VIA Software, the unlocking of knowledge and/or the use of a network of contacts.
11. Commercial Agent: the natural or legal person who, under an agreement with VIA, is permitted to agree a

Subscription with the Customer on VIA's behalf.

Article 2. Applicability

1. These general terms and conditions apply to all offers, deliveries and Services to be performed by VIA for the Customer and to all Subscriptions and other Agreements between VIA and the Customer, as well as to the sale of Goods by VIA.
2. The applicability of any other general terms and conditions is expressly rejected.
3. If any provision of these general terms and conditions is null and void or is annulled, the remaining provisions of these general terms and conditions shall remain in full force and effect.
4. Not only VIA, but also all persons engaged by VIA in the performance of any Agreement, as well as the Commercial Agent, may invoke these general terms and conditions.
5. These general terms and conditions have been drawn up in the Dutch and English languages. In the event of any inconsistency, the Dutch version shall prevail.

Article 3. Formation and performance of the Agreement

1. All offers made by VIA are without obligation and must be regarded as a single whole.
2. Agreements are only concluded if and to the extent that they have been confirmed in writing by VIA, or once VIA has commenced performance.
3. If, owing to circumstances including the nature, scope or urgency of the Customer's order, no order confirmation has been sent, the invoice shall be deemed to be the order confirmation.
4. The Customer must provide VIA in good time with all information that VIA indicates is necessary, or that the Customer should reasonably understand to be necessary, for the performance of the assignment. If VIA has not received the information required for the performance of the Agreement in good time, VIA shall be entitled to suspend performance of the Agreement and/or to charge the Customer the resulting additional costs and additional fees at its customary rate.
5. The Customer warrants the accuracy, completeness and reliability of the information provided to VIA (such as requirements, performance specifications and other information on which VIA bases its offer), even if such information originates from third parties. VIA shall not be liable for any damage whatsoever arising because VIA relied on incorrect or incomplete information provided by the Customer, unless such incorrectness or incompleteness ought to have been apparent to VIA.
6. VIA shall perform the Services referred to in the Agreement with the care and expertise that may reasonably be expected of it in the given circumstances, but does not guarantee that the intended result will be achieved.

Article 4. Prices, rates and payment

1. All prices and rates are stated in euros and are exclusive of turnover tax (VAT) and/or other levies.
2. The rates for a Subscription may be adjusted annually by VIA. Such adjustment shall never exceed the

index applicable to the Services, as published by Statistics Netherlands (Centraal Bureau voor de Statistiek, CBS). VIA may deviate from this where the Subscription is performed or actually operates in countries other than the Netherlands.

3. In addition, in the event of circumstances that increase its cost price, VIA shall be entitled to change the prices and rates it applies. If the change amounts to an increase of more than 10%, or if it takes place within three months of the conclusion of the Agreement with the Customer, the Customer shall be entitled to dissolve the Agreement with VIA. This right lapses on the 15th day after the invoice date of the first invoice sent to the Customer after the increase in prices and rates.
4. If performance of the Agreement extends over a period of more than one month, work performed shall be invoiced on an interim basis.
5. In the case of a Subscription, invoicing and payment take place before the subscription period concerned commences.
6. VIA shall at all times be entitled to require the Customer to pay in advance or to pay a deposit. A deposit received shall be set off against the final invoice for the assignment.
7. Invoices must be paid, without suspension or set-off, within 30 days of the invoice date. If this period is exceeded, the Customer shall be in default by operation of law, shall owe default interest equal to the applicable statutory (commercial) interest, and the work may be suspended.
8. Only payment by transfer to one of the bank accounts held in the name of VIA shall discharge the Customer.
9. In the event of late payment, the Customer shall owe the extrajudicial costs actually incurred, but at least 15% of the outstanding amount with a minimum of € 40.00. The Customer shall furthermore owe the judicial costs actually incurred, which are not limited to the assessed legal costs awarded to VIA. Payments made shall first be applied to the interest and (extra)judicial costs owed and then to the oldest outstanding amounts.

Article 5. Delivery Periods

1. The Delivery Periods stated by VIA have been determined to the best of its knowledge on the basis of the information known to VIA when the Agreement was concluded, but are given by approximation only and are indicative only, unless expressly agreed otherwise in writing. VIA shall make every effort to observe the Delivery Periods as far as possible. The mere fact that Delivery Periods are exceeded shall not put VIA in default; VIA must in all cases – even if the parties have agreed a final deadline – at least have been given written notice of default setting a reasonable period for performance.
2. In the event that delivery periods are exceeded as a result of force majeure, the provisions of Article 15 of these terms and conditions shall apply.

Article 6. Complaints

1. The Customer is obliged to inspect delivered Goods and/or performed Services for any defects immediately after delivery and commissioning or completion of the work concerned, as the case may be,

and to notify VIA of such defects in writing as soon as possible, but no later than within a period of 8 days after the work has been completed.

2. Hidden defects must be notified to VIA in writing by the Customer within 8 days of the day on which the defects were discovered, or at least could reasonably have been discovered.
3. If the Customer has not complained within the periods stated in the preceding paragraphs, the Customer shall be deemed to have approved what was delivered and to have waived all rights and powers available to it under the law and/or the Agreement.

Article 7. Retention of title on delivery of Goods

1. All Goods delivered to the Customer remain the property of VIA or its suppliers, but are at the Customer's expense and risk, until all amounts owed under the Agreement and all claims for failure by the Customer to perform this or similar agreement(s), including interest and collection costs, have been paid in full by the Customer.

Article 8. Intellectual property rights and confidentiality

1. All intellectual property rights in all VIA Software made available under the Agreement, including upgrades and additions, and/or in analyses, reports, designs, drawings, (data) models, formulas, software, documents and items developed or made available under the Agreement, as well as preparatory material thereof, with the exception of the data analysed by the Customer itself (together referred to as: "Information"), are vested exclusively in VIA or its licensors.
2. The VIA Software and the ideas behind it are and remain the (intellectual) property of VIA; VIA is entitled to incorporate ideas put forward by the Customer and/or User into the VIA Software without owing the Customer and/or User anything in that respect and without the latter being able to derive any rights therefrom. VIA also reserves the right to use the knowledge gained through the provision of the Services for other purposes, provided that no confidential information is disclosed to third parties in doing so.
3. With regard to the data models in the VIA Software, VIA is and remains their owner; unless agreed otherwise, the data entered into those data models is and remains the property of the Customer. Upon termination of the Subscription or the Agreement, VIA shall, at the Customer's request, supply that data to the Customer as ASCII once the Customer has fulfilled all its obligations under that Subscription or that Agreement. The Customer must have made this request to VIA within 1 month of the termination of the Subscription or the Agreement, failing which VIA may charge a fee for making that data available and/or may refuse to make it available.
4. The Customer obtains only the non-exclusive, non-transferable rights of use and powers that are expressly granted to it under the Agreement / the Subscription.
5. The Information is intended exclusively for use by the Customer under the Agreement / the Subscription. The Customer is not permitted to make the Information available to third parties, to reproduce it or to make (or have made) copies of it.
6. The Customer is obliged to keep confidential all Information made available to it by or on behalf of VIA.

Article 9. Infringement of third-party rights

1. If a competent court in legal proceedings against VIA establishes by a final and unappealable judgment that a Service or Goods supplied by VIA infringe an intellectual property right of a third party, VIA shall, at its option, replace the Service or Goods concerned with a Service or Goods that do not infringe the right concerned, endeavour to acquire a right of use in that respect or refund to the Customer the price paid for that Service or those Goods, less reasonable depreciation and – in the case of Goods – on condition that the original Goods are returned.
2. VIA has no obligations with regard to any infringement of third-party rights other than those stated in the first paragraph.
3. If an Agreement is performed according to designs, drawings, formulas, specifications or instructions provided by or on behalf of the Customer, the Customer shall indemnify VIA against all claims relating to alleged infringements of third-party intellectual property rights.

Article 10. Privacy

1. The Customer warrants that all statutory regulations concerning the processing of personal data are complied with, that all required notifications have been made and that all required consents for the processing of personal data have been obtained. The Customer shall provide VIA with all information in this respect at its first request.
2. The Customer shall indemnify VIA against all claims by third parties that may be brought against VIA on account of a breach of the statutory regulations concerning the processing of personal data by the Customer and/or the Users who obtain access to the VIA Software under the Agreement / the Subscription.
3. VIA has no obligations with regard to any infringement of third-party rights other than those stated in the first paragraph.

Article 11. Liability; indemnification

1. VIA's total liability for an attributable failure in the performance of the Agreement / the Subscription is limited to compensation for material and direct damage up to a maximum of the price stipulated separately for the Services and/or Goods concerned.
2. VIA's liability for indirect damage and consequential damage, such as lost savings, damage due to business interruption and damage resulting from claims against the Customer and/or User, is excluded.
3. VIA's liability for the mutilation, destruction or loss of data or documents is excluded.
4. A claim for damages or any other claim against VIA lapses twenty-four months after that claim arises.
5. The Customer shall indemnify VIA against all claims by third parties that may be brought against VIA on account of non-performance of the Agreement / the Subscription by the Customer and/or the Users who obtain access to the VIA Software under the Agreement / the Subscription. The Customer is liable for all damage suffered by VIA as a result of such non-performance.

Article 12. Third parties

1. VIA is free to engage third parties for the performance of the Agreement, the costs of which shall be passed on to the Customer. VIA is entitled to accept the conditions stipulated by third parties, including any limitations of liability, and to invoke such conditions against the Customer insofar as they relate to the performance of the Agreement by those third parties. VIA is not liable for failures of third parties engaged by it, save in the event of intent or gross negligence on the part of VIA.
2. The assignment is performed exclusively for the benefit of the Customer. Third parties cannot derive any rights from it. The Customer shall indemnify VIA and the third parties engaged by it against claims by third parties relating to the work performed by VIA for the Customer, and against the costs of defending such claims.
3. The Customer cannot restrict VIA in entering into agreements with other customers and/or users of VIA Software, nor otherwise restrict or exclude the use of VIA Software by those other customers and/or users.

Article 13. Non-competition

1. During the term of the Agreement and for a period of 1 year after its termination, the Customer is not permitted, whether directly or indirectly, to engage employees of VIA who are or have been involved in the performance of the work, to employ them or to negotiate with these persons to that end, other than after consultation with and with the consent of VIA.

Article 14. Transfer of rights and obligations

1. The Customer is not entitled to transfer the rights and obligations arising from the Agreement to a third party without the written consent of VIA.

Article 15. Force majeure

1. Every obligation of VIA to perform the Agreement is suspended for as long as performance is impossible, or not properly possible, as a result of force majeure.
2. Force majeure also includes government measures, war and natural disasters, labour unrest (such as occupations of the workplace and strikes), power failures, internet outages and telephone network outages, operational disruptions, failures of suppliers, subcontractors or Partners of VIA or of other third parties, such as the improper fulfilment of subscription obligations and licences prescribed to the Customer and/or User, including any defects in what they have supplied to VIA, and the unavailability (or late or insufficient availability) of materials, data, transport, fuel, energy and labour.
3. If performance has been suspended for longer than three months owing to a situation as referred to in the second paragraph, or as soon as it is certain that such a situation will last at least three months, either party may, by registered letter, demand that the Agreement either be adapted to the circumstances or be dissolved with immediate effect for the part concerned, without either party being obliged to pay compensation to the other.

Article 16. Dissolution of the Agreement

1. If the Customer fails to perform, or fails to perform in time or properly, one or more of its obligations towards VIA, applies for a suspension of payments, is declared bankrupt or discontinues its business, VIA shall have the right to dissolve the Agreement in whole or in part with immediate effect without notice of default, without prejudice to its right to compensation for all damage and its other statutory rights. VIA shall never be obliged to refund monies already received or to pay compensation on account of such dissolution. As a result of such dissolution, the right to use whatever VIA has made available to the Customer under the Agreement lapses.
2. Amounts invoiced by VIA before the dissolution in connection with earlier deliveries of Services and/or Goods shall become immediately due and payable at the moment of dissolution.
3. At the moment of dissolution, the Customer is obliged to return to VIA immediately everything that VIA has made available to it under the Agreement.

Article 17. Amendment of the general terms and conditions

1. VIA shall at all times be entitled to amend these general terms and conditions and to notify the Customer thereof in writing, by email or by posting the amended general terms and conditions on the login page or otherwise clearly on VIA's website. The Customer must object to an amendment of the general terms and conditions within 10 days of the amended terms and conditions having been notified to it, failing which the amended general terms and conditions shall be deemed to have been accepted by it.

Article 18. Governing law and competent court

1. The legal relationship between the Customer and VIA is governed exclusively by Dutch law. The applicability of the Vienna Sales Convention (CISG), should it apply at all, is excluded.
2. The parties shall first endeavour to resolve any disputes that may arise in connection with the Agreement through mutual consultation and, failing mutual agreement, through the intervention of a mediator affiliated with the Netherlands Mediation Institute (Nederlands Mediation Instituut, NMI). Remaining disputes, including disputes concerning the existence and validity of the Agreement, shall be submitted at first instance exclusively to the competent court in the district of Oost-Brabant.

These General Terms and Conditions of Sale and Delivery of Via B.V. have been published on VIA's website (www.via.nl) and shall be sent to the Customer free of charge at its first request.