

GENERAL CONDITIONS OF SALE AND DELIVERY

Studio2 Communications BV

1. Definitions

- 1.1. Contract Products: Products and services that Studio2 offers on the grounds of ongoing, periodical payment obligations.
- 1.2. General Conditions: these general conditions.
- 1.3. Client: a legal entity or natural person that practices a profession or conducts a business and that enters into or intends to enter into a contract with Studio2.
- 1.4. Consumer: a natural person, not practicing a profession or conducting a business, who enters into or intends to enter into a contract with Studio2.
- 1.5. Client/Consumer/Buyer: a natural person or legal entity that enters into or intend to enter into a contract with Studio2.
- 1.6. Studio2: Studio2 Communications BV, a private limited liability company, having its registered office and maintaining a place of business at Ambachtsweg 46, (3542 DH) Utrecht, the Netherlands, registered in the trade register of the Chamber of Commerce under number 32042890.
- 1.7. Offer: any written offer to enter into an Agreement, made by Studio2 to the Client/Consumer/Buyer.
- 1.8. Order: an order placed with Studio2 by the Client/Consumer/Buyer, orally or by email, by message via Studio2's web shop or web portal, by mobile or fixed telephone or telephone service, or by fax or letter, for the supply of Products, services, hardware, firmware or software.
- 1.9. Agreement: any Agreement concluded between Studio2 and the Client/Consumer/Buyer and any amendment or addition to such an Agreement.
- 1.10. Parties: Studio2 and the Client/Consumer/Buyer jointly.
- 1.11. Products: all Products, Services, Hardware, Firmware or Software to be delivered or delivered by Studio2 to the Client/Consumer/Buyer under an Agreement.
- 1.12. Results Website: all measurement data, results, and analyses generated by or on behalf of Client/Consumer/Buyer through Studio2 Products, Services, Hardware, Firmware, or Software (including CoachCLOUD), the ownership of which remains solely with Client/Consumer/Buyer.

2. General

- 2.1. These General Conditions govern all Offers of Studio2, form part of all Agreements and govern all related legal acts and legal relationships between Studio2 and the Client/Consumer/Buyer. These General Conditions govern any further or follow-on Agreements between Studio2 and the Client/Consumer/Buyer. The Client/Consumer/Buyer is deemed to have accepted them.
- 2.2. The applicability of any general purchase or other conditions of the Client/Consumer/Buyer is expressly rejected.
- 2.3. Deviations from and additions to these General Conditions are valid only if expressly agreed on in writing between the Parties, with the exception of amendments to these General Conditions as regulated in Article 26 of these General Conditions.
- 2.4. If one or more provisions of these General Conditions is/are declared void or is/are invalid or void at any time, in whole or in part, the other provisions of these General Conditions will continue to apply in full.
- 2.5. If and insofar as Studio2 offers the Client/Consumer/Buyer third-party products or services, including software and firmware as referred to in Article 21, the different provisions of the conditions of those third parties will prevail.

3. Orders, Offers and Agreement

- 3.1. All Offers of Studio2, including Offers made on Studio2's website, are subject to contract and may be revoked by Studio2 at any time. Studio2 may furthermore revoke its Offer orally or in writing within seven days after Studio2 receives written acceptance from the Client/Consumer/Buyer, in which case no Agreement is concluded between the Parties.
- 3.2. An Agreement with the Client/Consumer/Buyer is concluded the moment the Client/Consumer/Buyer accepts Studio2's Offer in writing and Studio2 has received that written acceptance.
- 3.3. Oral Orders have been accepted if and insofar as they have been expressly confirmed in writing by Studio2 to the Client/Consumer/Buyer or when Studio2 commences the execution of the Order at the Client/Consumer/Buyer's request. Oral Agreements with agents and/or subordinates of Studio2 are binding only if and insofar as they have been confirmed by Studio2 in writing.
- 3.4. The documents that form part of the Offer, such as price lists, catalogues, samples, pictures, drawings and specifications of weight and dimensions, etc., are as accurate as possible but are not binding and are given to the Client/Consumer/Buyer for information purposes only, unless they have been expressly agreed on in writing in the Order or in the order confirmation.
- 3.5. Notwithstanding the preceding provisions of this Article 3, Studio2 cannot be held to its Offer if the Client/Consumer/Buyer can reasonably understand that the Offer or part of the Offer contains errors in the price, typographical errors or other errors, and Studio2 reserves the right to cancel Orders based on such errors.

4. Prices

- 4.1. Prices stated in an Offer or Agreement are denominated in euros and are exclusive of VAT, excise duties, import duties, freight charges, other charges imposed by the authorities and the costs of dispatch and handling, as well as other costs incurred under the Agreement.
- 4.2. Tax increases and excise duty increases after acceptance of an Offer by the Client/Consumer/Buyer and/or after the conclusion of an Agreement are for the Client/Consumer/Buyer's account and risk.
- 4.3. Studio2 may adjust the prices all parts of prices of Products not yet delivered and/or not yet paid for if one or more cost factors change(s) after the conclusion of the Agreement in a manner that directly influences the cost of the Products to be delivered. Studio2 may furthermore at any time immediately adjust the prices if a statutory price factor so necessitates. If Studio2 changes the prices on the basis of this article, the Client/Consumer/Buyer has the right to dissolve the Agreement within eight (8) days after the change of price enters into force. After that period of eight (8) days has ended, the Client/Consumer/Buyer is deemed to have accepted the change in price. If the Client/Consumer/Buyer is a Consumer, that period of eight (8) days does not apply.
- 4.4. Studio2 reserves the right annually to increase the prices of its Products and services in accordance with the Price Index Figure of the CBS (Dutch Central Statistics Office) without any prior notification. A Client does not have the right to terminate the Agreement on that ground. A Consumer has the right to terminate the Agreement after the announced price increase by giving written notification within eight (8) days after receipt of the aforesaid announcement from Studio2. After the aforesaid period of eight (8) days has passed, the Consumer is deemed to have accepted the change in price.

5. Delivery of Products

- 5.1. After an Agreement has been concluded, Studio2 will deliver the Products stated in the Agreement.
- 5.2. Delivery to a Client is Ex Works, as defined in the ICC Incoterms 2012, unless the Parties have expressly agreed otherwise in writing. All the risk of transport of Products passes to the Client the moment the Products are delivered at the Client. In the absence of special written delivery instructions, delivery will be organized by a carrier selected by Studio2.
- 5.3. Studio2 will deliver the Products to the Consumer at the delivery address stated by the Consumer. All the risks in Products to be delivered by Studio2 pass to the Consumer the moment the Products are delivered by Studio2 at the delivery address stated by the Consumer. However, the Products will remain Studio2's property in accordance with Article 10 until the Consumer has paid the price in full.
- 5.4. All the costs of and risks in the Products are for Studio2's account until the moment of delivery and pass to the Client/Consumer/Buyer as from the moment of delivery. The Client/Consumer/Buyer must take delivery of the Products immediately on the moment of delivery. If, however, the Client/Consumer/Buyer fails to perform its obligation to take delivery, the Products are at the Client/Consumer/Buyer's risk from the moment at which the non-performance commences. The date stated on the transport document will be regarded as the delivery date.
- 5.5. If Products are missing or are received in a damaged condition, the Client/Consumer/Buyer must require of the carrier that it make a note of condition on delivery and must file a claim for damages with Studio2 immediately but no later than within ten (10) days after delivery. Products will be insured during transport only if the Client/Consumer/Buyer so expressly requests in writing; the costs of the insurance will be payable by the Client/Consumer/Buyer.
- 5.6. Under Article 10 of these General Conditions title to the Products delivered is transferred to the Client/Consumer/Buyer only after the Client/Consumer/Buyer has paid Studio2 the entire price of the Products.
- 5.7. If the Client/Consumer/Buyer fails to take delivery of the Products at the moment of delivery or if the Client/Consumer/Buyer fails to provide the information required for delivery, the Products will be stored on behalf of the Client/Consumer/Buyer and for the Client/Consumer/Buyer's account and risk. If Studio2 incurs loss in any form whatsoever as a result of the Client/Consumer/Buyer's refusal to take delivery of the Products ordered, the Client/Consumer/Buyer is liable for that loss. Studio2 is not liable for any damage to the Products in storage. In the case of a Client, it has a period of five (5) days in that case in which to take delivery after all. As soon as that five-day period has passed:
 - a. all of Studio2's claims against the Client will fall due immediately.
 - b. an immediately payable penalty of €500 will be forfeited for each day on which the Client fails to perform its obligation to take delivery, subject to a maximum of €5,000, notwithstanding Studio2's right to claim full damages.
 - c. The penalties forfeited cannot be set off; and (c) the storage costs will be payable by the Client.
- 5.8. Notwithstanding the other provisions of these General Conditions regarding extension of the delivery period, the delivery period will be extended by the duration of the delay incurred by Studio2 due to the Client/Consumer/Buyer's failure to perform its obligation under an Order or Agreement or its failure to provide the requested cooperation in the execution of the aforesaid Order or Agreement.
- 5.9. Studio2 has the right to set minimum numbers/minimum quantities for the Products to be delivered by Studio2 or to provide that an Order will be delivered in parts. If the Products are delivered in parts, Studio2 has the right to invoice each partial delivery separately. The Client/Consumer/Buyer must pay those partial invoices in accordance with Article 9 of these General Conditions.

- 5.10. If a Client/Consumer/Buyer wishes to suspend the delivery of an Order, Studio2 will require written notification. Studio2 must receive the notification at least thirty (30) days before the date of the scheduled delivery. If the Client/Consumer/Buyer cancels an Order, the Client/Consumer/Buyer will be charged a minimum of 30% of the price of the cancelled Order. If the Client/Consumer/Buyer cancels an Order for a Product especially manufactured for the Client/Consumer/Buyer, Studio2 has the right to charge the Client/Consumer/Buyer the total price of the Product ordered. All the costs of dispatch of the Products will be payable by the Client/Consumer/Buyer, unless otherwise expressly agreed in writing. Studio2 has the right to charge the actual costs of the return consignment if the Client/Consumer/Buyer cancels an Order.
- 5.11. All the costs of transport are payable by the Client/Consumer/Buyer. The Client/Consumer/Buyer must process the packaging of the Products delivered by Studio2 in a manner that is in keeping with the applicable waste removal rules. The Client/Consumer/Buyer must indemnify Studio2 from, hold it harmless against and defend it against any third-party claims based on failure to comply with the aforesaid rules.

6. Delivery terms

- 6.1. All delivery terms stated and/or agreed on are based on the circumstances of the work and on all the information and circumstances known to Studio2 at the time at which the Order is confirmed by Studio2 or the Agreement is concluded.
- 6.2. Although Studio2 will attempt at all times to observe the delivery term to the extent possible, delivery terms are target dates, are stated for information purposes only and may in no event be regarded as strict deadlines. The mere exceeding of a delivery term by Studio2 will not constitute breach. If the delivery term is exceeded, the Client/Consumer/Buyer does not have the right to cancel or revoke the Order or the Agreement, otherwise to terminate the Agreement or to suspend payment of the purchase price. Studio2 will in no event be required to reimburse the loss consequently incurred.

7. Inspection and returns

- 7.1. The Client/Consumer/Buyer must ensure that the Products are inspected within ten (10) days after the delivery date. In such an inspection the Client/Consumer/Buyer must check whether the Products delivered are in conformity with the Agreement, namely (a) whether the correct Products have been delivered; (b) whether the number/quantity of Products delivered is in accordance with the agreed number/quantity; and (c) whether the Products delivered are in accordance with the requirements of normal use.
- 7.2. The Client/Consumer/Buyer must inform Studio2 in writing immediately, but no later than fourteen (14) days after delivery of the Products, if the Client/Consumer/Buyer believes that all or some of the Products delivered are not in conformity with the Agreement as referred to in Article 7.1.
- 7.3. If a complaint has not been reported within the term stated in Article 7.2 and/or does not meet the requirements referred to in Article 7.1, all the Client/Consumer/Buyer's rights in respect of the defect established or the breach established lapse by operation of law.
- 7.4. Studio2's returns policy can be found on <https://coachsuite.nl/returns/>; the Client/Consumer/Buyer accepts that policy. Before returning or exchanging a Product, the Client/Consumer/Buyer must contact Studio2 immediately, but no later than fourteen (14) days after receipt of the Products. The Client/Consumer/Buyer is then given an authorization number that must be stated when the Products are returned. The Client/Consumer/Buyer must return the Products to Studio2 in their original or similar packaging. The Client/Consumer/Buyer bears the risk in and all the costs of a return consignment. Returns will not be accepted if they are received later than fourteen (14) days after the date on which the Client/Consumer/Buyer informed Studio2 in writing of the returning or exchanging of the Products, as referred to in Article 7.2. Products specifically produced for the Client/Consumer/Buyer in accordance with the Client/Consumer/Buyer's requirements cannot be returned or exchanged.
- 7.5. Notwithstanding Article 7.1 to 7.4, a Consumer may dissolve the Agreement for the delivery of the Products and return the Products to Studio2 up to fourteen (14) days after their delivery, without stating any reason, by means of written notification to Studio2. During that period the Consumer must handle the Products and packaging with due care. The Consumer may unpack the Products or use them only insofar as that is necessary to establish the nature, characteristics and functioning of the Products. The Consumer's cooling-off period referred to in this Article 7.5 does not apply to software whose seal has been broken and to Products manufactured on the basis of the Consumer's instructions.
- 7.6. Complaint will not release the Client/Consumer/Buyer from its payment obligations

8. Changes

- 8.1. A Product change may take place after the Client/Consumer/Buyer places an Order but before Studio2 sends the Product. Products may consequently have minor differences compared with the Products ordered by the Client/Consumer/Buyer. Studio2 has the right to deliver Products that differ from the agreed Products if the Product change is necessary due to applicable (possibly amended) statutory regulations or if the Product change is not of a drastic nature.

9. Payment

- 9.1. Credit periods will be set by Studio2. The Client/Consumer/Buyer must pay an invoice immediately after the Order has been placed but no later than on the day of delivery, without any discount or setoff
- 9.2. Payment must be made to Studio2 by bank transfer, by credit card or by other agreed payment methods. Payment must be made in euros.
- 9.3. Payments will be deemed to have been received by Studio2 only if they have actually been credited to Studio2's account.
- 9.4. Studio2 has the right to demand full or partial payment in advance before delivering Products or to send Products COD (cash on delivery). The Client/Consumer/Buyer must comply at Studio2's first request.
- 9.5. If the Client fails to pay the invoice on or before the day of delivery or the different data agreed on, the Client will automatically be in default without any prior notice of default being required. The Client will owe contractual interest on the amount due as from the due date at a rate of 1.5% per month or part of a month, unless the statutory interest (or statutory commercial interest) is higher, in which case that statutory interest (or statutory commercial interest) applies. All of Studio2's claims against the Client/Consumer/Buyer will then fall due immediately.
- 9.6. All costs incurred by Studio2 both in and out of court to enforce its rights will be payable by the Client. Notwithstanding the relevant statutory regulations, the out-of-court costs are set at 15% of the amount in question, subject to a minimum of €500, excluding VAT. Interest on the debt collection costs due will also be payable by the Client. If the costs actually incurred are higher, those costs actually incurred will be claimed.
- 9.7. If the Client/Consumer/Buyer objects to the invoice received, its Client/Consumer/Buyer must inform Studio2 of those objections no later than one month after the invoice date in writing, failing which the invoice is deemed to be correct.
- 9.8. The Client/Consumer/Buyer in no event has the right to suspend its obligations towards Studio2 and/or to set off a claim of its own against an amount payable to Studio2. Objections regarding the amount of the invoice or the Products delivered (complaints) will in no event entitle the Client/Consumer/Buyer to suspend payment and/or to set off any amount.
- 9.9. If the Consumer fails to pay the invoice on or before the date of delivery or the different data agreed on, the Consumer will be in default if he or she fails to pay the invoice after a reminder setting a repair period of fourteen (14) days in which to perform his or her payment obligations. The statutory interest on the amounts due will be payable by the Client as from the due date. The interest on the amount due will be calculated from the moment the Client is in default until the moment of payment of the entire amount due.
- 9.10. Studio2 has the right to charge the Consumer the out-of-court debt collection costs incurred by Studio2, in accordance with the statutory regulations.

10. Retention of title

- 10.1. Title to the Products delivered to the Client/Consumer/Buyer by Studio2 will not pass to the Client/Consumer/Buyer until the Client/Consumer/Buyer has paid all the amounts regarding the claims that Studio2 may have or obtain against the other party under all the Agreements with the Client/Consumer/Buyer and regarding the Products delivered, services provided, or work performed in that regard, within the limits of Section 3:92 of the Dutch Civil Code.
- 10.2. Studio2 will not lose its (retained) title if and/or because the Client/Consumer/Buyer treats or processes the Products received from Studio2. In that case the Client/Consumer/Buyer will automatically hold those Products for Studio2.
- 10.3. Until title to the Products delivered has passed to the Client/Consumer/Buyer, the Client/Consumer/Buyer may not pledge the Products or grant third parties any other rights in respect of the Products.
- 10.4. Studio2 will furthermore be granted a silent pledge at its first request on the Products delivered to the Client/Consumer/Buyer. That pledge will also serve as security for the payment of any and all claims that Studio2 has or will have against the Client/Consumer/Buyer. At Studio2's first request the Client/Consumer/Buyer must do anything that Studio2 can reasonably expect of it to help Studio2 create its pledge, including signing the deed of creation of the pledge, registering it with the Tax Administration and signing financial statements or security agreements that are necessary to create the pledge for Studio2. During that period the Client/Consumer/Buyer may not pledge the Products or grant third parties any other rights in the Products.
- 10.5. The Client/Consumer/Buyer must carefully keep the Products delivered subject to retention of title, must ensure that they are identifiable as property of Studio2 and must ensure the Products and keep them insured for the duration of the retention of title against fire, damage caused by explosion, water damage and theft, and must give Studio2 access to the policy of that insurance at Studio2's first request.
- 10.6. At Studio2's first request all of the Client/Consumer/Buyer's claims against insurers of the Products on the grounds of the insurance taken out under Article 10.5 must be pledged to Studio2 in the manner referred to in Section 3:239 of the Dutch Civil Code.

- 10.7. If the Client/Consumer/Buyer fails to perform its obligations towards Studio2 or Studio2 has reasonable ground to fear that the Client/Consumer/Buyer will fail to perform those obligations, Studio2 has the right immediately to take back the Products to which the retention of title applies, or arrange for them to be taken back, at the Client/Consumer/Buyer or at third parties that hold those Products for the Client/Consumer/Buyer. The Client/Consumer/Buyer must give Studio2 unhindered access to the Products for that purpose. The Client/Consumer/Buyer must fully cooperate in that regard on pain of an immediately payable penalty of 10% of any and all amounts payable by the Client/Consumer/Buyer to Studio2 per day or part of a day on which the Client/Consumer/Buyer fails to perform that obligation, notwithstanding its right to demand performance of the obligations referred to in the preceding sentence and/or damages. If the Products have been taken back, the Client/Consumer/Buyer may be given credit for those Products at the market value of the Products taken back on the day on which they are taken back, which will be determined by Studio2. The credit given will in no event be higher than the original price after deduction of the costs of taking back the Products.
- 10.8. The Client/Consumer/Buyer may sell and transfer the Products that are subject to retention of title to third parties in the Client/Consumer/Buyer's ordinary course of business. If the Client/Consumer/Buyer delivers the Products to its customers on credit, the Client/Consumer/Buyer must stipulate retention of title at its customers in accordance with the provisions of these General Conditions. At Studio2's first request the Client/Consumer/Buyer must immediately transfer to Studio2 by means of assignment all rights of action that the Client/Consumer/Buyer or its customer has and/or will acquire with regard to the delivery to its customer of the Products that are subject to Studio2's retention of title. The Client/Consumer/Buyer may not transfer or pledge to third parties any claims that it has against its customers.

11. Confidentiality of confidential information

- 11.1. Studio2 and the Client/Consumer/Buyer must observe confidentiality with regard to information of which the Parties know or could reasonably suspect that it is confidential information. Confidential information in any event includes business information of the other party that has not been made public and whose (unauthorized) disclosure or use might harm that party, including but not limited to software (including source codes and object code), product plans, internal designs, prices, marketing and sales information, lists of customers and suppliers, personnel information, knowhow or trade secrets. This duty of confidentiality in any event means that a party (a) may not disclose, reveal, distribute, publish, reproduce, decompile, reverse engineer, photograph or exhibit the internal structure of Products on social media or elsewhere; (b) may not forward or hand over to third parties the other party's confidential information or part thereof, in any manner or in any form whatsoever; and (c) may not make use of the other party's confidential information otherwise than regulated in the Agreement. A party may not share the confidential information with third parties, other than its staff, including its employees, agents and subcontractors, if they require that information in order to perform the Agreement.
- 11.2. Both Studio2 and the Client/Consumer/Buyer will also impose the obligations under this Article 11 on the employees and third parties whom they engage in the performance of the Agreement.
- 11.3. Both Parties undertake to take the necessary precautions to safeguard the confidential nature of the other party's confidential information by observing at least the same level of care as if its own confidential information were involved.
- 11.4. If a party has made unauthorized use of confidential information or disclosed it in an unauthorized manner, that party must immediately inform the other party accordingly and must help the other party recover that confidential information and prevent further unauthorized use or unauthorized distribution. If a party is obligated by a court or government body to disclose confidential information of the other party, it must inform the other party accordingly before providing the confidential information.
- 11.5. Both Studio2 and the Client/Consumer/Buyer must treat the confidential information that they have received from the other party with a view to the performance of the Agreement confidentially for a period of five (5) years after that confidential information became available to them and may not disclose it to any third party, unless such disclosure is necessary for the performance of the Agreement and may not use it for any purposes other than the performance of that Agreement. Both Studio2 and the Client/Consumer/Buyer must also impose the obligations under this article on their employees and any third parties that they engage in the performance of the Agreement.
- 11.6. Designs, information material, drawings and other materials made available to the Client/Consumer/Buyer by Studio2 will remain Studio2's exclusive property, even if costs have been charged for them. Those designs and drawings and that information material may not be shown or made available to third parties and the Client/Consumer/Buyer may not keep a copy of those designs and drawings and that information material, unless otherwise expressly agreed in writing.
- 11.7. If the Client/Consumer/Buyer breaches the bans referred to in this article, the Client/Consumer/Buyer will forfeit to Studio2 an immediately payable penalty, not subject to setoff, in the amount of €10,000 (in words: ten thousand euros) per breach, without any notice of default being required and without prejudice to all of Studio2's other rights, including its right to demand specific performance and its right to claim damages.

12. Intellectual property rights

- 12.1. The Client/Consumer/Buyer may not change, remove or cause the removal of any reference to copyrights, trademarks, trade names or any other intellectual or industrial property right from the website, databases, Products, software, databases, hardware or other materials of Studio2.
- 12.2. All intellectual and industrial property rights, including but not limited to trademarks, copyrights, design rights, database rights, trade name rights and patent rights that have been used or that arise from or are attached to the Products in the performance of the Agreement, including but not limited to Products, production processes, applications, concepts, designs, algorithms, documentation, programming languages, protocols, drawings, inventions, designs, techniques, works, procedures, outcomes, creations, presentations, software, knowhow, data collections and other knowledge, as well as the methods by means of which services are provided by Studio2 and the processes of which those services consist (referred to below as “Intellectual Property Rights”) are vested exclusively in Studio2, unless otherwise expressly agreed. Notwithstanding the above, these General Conditions nor any individual Agreements pertain to the transfer of Intellectual Property Rights to the Client/Consumer/Buyer.
- 12.3. The Client/Consumer/Buyer acknowledges Studio2’s Intellectual Property Rights and must refrain from any infringement of those Intellectual Property Rights. If the Client/Consumer/Buyer has any knowledge or suspicion of infringement or imminent infringement of Studio2’s Intellectual Property Rights, the Client/Consumer/Buyer must immediately inform Studio2 accordingly in writing.
- 12.4. Insofar as mandatory provisions of law do not so oppose, the Client/Consumer/Buyer may not (i) reproduce and/or decompile or reverse engineer the Products; (ii) remove and/or override security measures and technical restrictions in the use of the Products; (iii) copy and distribute the Products via any medium whatsoever; (iv) disrupt or threaten to disrupt the Results Website and/or the Products; (v) intercept and decode the data streams from and to Studio2’s servers; (vi) develop activities that Studio2 regards as an unreasonable or disproportionate burden on the infrastructure; and/or (vii) upload invalid data, viruses or computer worms to the Results Websites or the Products.
- 12.5. The Client/Consumer/Buyer will be granted only a license for the use of the Intellectual Property Rights expressly granted in these General Conditions and by law. A right of use granted to the Client/Consumer/Buyer is revocable and non-exclusive and cannot be transferred to third parties or sublicensed.
- 12.6. The Client/Consumer/Buyer must state on all results (including prints and copies thereof) of the software supplied by Studio2 some reference to Studio2’s trademark and/or Web address (www.studio2.nl) either CoachSUITE (www.coachsuite.nl). If the Client/Consumer/Buyer uses the software to depict information on monitors or TV screens, Studio2’s either CoachSUITE trademark and/or Web address must also be stated there. Studio2 reserves the right to prohibit certain types of commercial or other exploitation of results generated by means of software, at Studio2’s exclusive discretion.
- 12.7. To the best of Studio2’s knowledge its Products, software, firmware and documentation do not infringe any third-party intellectual property rights. Studio2 is not liable for any loss (direct or indirect) incurred by the Client/Consumer/Buyer as a result of claims from third parties based on infringement or alleged infringements of those third parties’ intellectual property rights.
- 12.8. In the event of breach of one or more of the provisions of this article (Intellectual Property Rights) by the Client, the Client will forfeit to Studio2 an immediately payable penalty, not subject to setoff, in the amount of €50,000 (in words: fifty thousand euros) per breach, and of €1000 (in words: one thousand euros) for each day on which the breach continues, subject to Studio2’s right to claim full damages or to file other claims

13. Force majeure

- 13.1. Neither of the Parties will be liable towards the other party for failure to perform its obligations (except for its payment obligations) during a period in which such performance is delayed by circumstances beyond the Parties’ control, such as fire, flooding, war, embargoes, strikes, riots, interruptions in delivery, materials and semi-manufactured products required that are not supplied by third parties, downtime of machines and other accidents or the intervention of government bodies (referred to below as “Force Majeure”). During an event of Force Majeure, the Party relying on Force Majeure must give written notification of the event of Force Majeure. If the event of Force Majeure lasts longer than 30 days, the other party has the right to terminate all or part of the Agreement with immediate effect by giving written notice to the party whose performance has been delayed by the event of Force Majeure.
- 13.2. Notwithstanding Article 13.1, if Studio2 is partly able to perform during the event of Force Majeure, it has the right to perform the Agreement and to invoice it separately as if it was a separate Agreement.

14. Breach of performance by the Client/Consumer/Buyer and termination of the Agreement

- 14.1. For the purposes of these General Conditions "Breach of Performance" means the following: (1) the Client/Consumer/Buyer fails to make payments when they are due; and (2) the Client/Consumer/Buyer fails to comply with one or more provisions of these General Conditions or the Agreement. In the event of Breach of Performance, the Client/Consumer/Buyer will immediately be in default and all the Client/Consumer/Buyer's payment obligations towards Studio2 on any ground whatsoever will fall due immediately and in full. Studio2 will have the right to demand immediate payment of those immediately payable claims, or security for those immediately payable claims. If the Client/Consumer/Buyer is a Consumer, however, the Consumer will be in default if he or she fails to perform his or her obligations correctly and in full after a demand setting a repair period of fourteen (14) days in which to perform his or her obligations.
- 14.2. In the event of Breach of Performance, Studio2 may, at its option and without waiving other rights or remedies available to it, (a) suspend the performance of its obligations towards the Client/Consumer/Buyer until payment has been made and/or security for all payment obligations has been provided; and/or (b) exercise its rights set out in Article 10 of these General Conditions; and/or (c) give notice of termination of the Agreement and all additional Agreements with immediate effect and suspend or terminate existing Orders, Contract Products or other services and/or refuse additional Orders from the Client/Consumer/Buyer, until Studio2 has received all overdue payments; (d) disengage Products or Software and/or access of one or more users to the Software, Studio2's Website for Events Results and/or other online platforms of Studio2; (e) terminate the license for the use of the software granted under Article 21 and/or suspend, terminate, withdraw or cease the access of one or more users to the Software; and/or (f) exercise other rights or remedies available to Studio2 under these General Conditions, a separate Agreement or the applicable legislation.
- 14.3. Studio2 may terminate the Agreement in whole or in part without any notice of default and with immediate effect if (a) the Client is granted a suspension or provisional suspension of payment; (b) a petition or provisional petition in the Client's insolvency is filed; (c) the Client's business is liquidated or terminated otherwise than for a reconstruction or merger of businesses; (d) the control over the Client's business changes; (e) the Client is taken over by or merges with a competitor of Studio2; or (f) the Client/Consumer/Buyer is involved in fraudulent, misleading or unlawful activities, without prejudice to all of Studio2's other rights, including Studio2's right to demand specific performance and/or damages or to file legal actions. Studio2 will in no event be required on the grounds of this termination to refund any amounts already received or to pay any damages. If the Client/Consumer/Buyer is put into liquidation, the right of use of the software etc. made available to the Client/Consumer/Buyer will lapse by operation of law.
- 14.4. Amounts that Studio2 has invoiced before the termination referred to in Article 14.2 or 14.3 for services or Products that it has already properly provided and delivered, respectively, in performing the Agreement will remain due in full, subject to the provision of the preceding sentence, and will fall due immediately at the time of termination. If the Client/Consumer/Buyer is to blame for the termination under this article, Studio2 is entitled to reimbursement of the loss consequently incurred and to be incurred by it.
- 14.5. Studio2 is not liable towards the Client/Consumer/Buyer for loss incurred by the Client/Consumer/Buyer as a result of the exercising of its rights recorded in this article. Studio2 furthermore reserves the right to collect all overdue payments in a manner as referred to in Articles 9.5 to 9.10.

15. Warranties, disclaimers and repairs

- 15.1. Studio2 will use its best endeavors to deliver the Products in the same number and quality as the number and quality recorded in the Agreement.
- 15.2. The warranty periods for Products of Studio2 (including ongoing warrantee and coverage for replacement of certain Contract Products for the duration of the contract period) can be found at www.studio2.nl/garantie/ either coachsuite.nl/legal/ or in the documentation that Studio2 provides together with those Products. The warranty period commences on the day on which the Products are sent to the Client/Consumer/Buyer.
- 15.3. During the warranty period Studio2 warrants the following:
 - a. Studio2 will repair or replace Products during the applicable warranty period of the Products that, at Studio2's exclusive discretion, have become defective due to unsound material, skills or design, unless those defects are due to dispatch, incorrect installation, maintenance or use, abnormal operating conditions, attempts of the Client/Consumer/Buyer or third parties to alter or repair the Products, or use of the Products in combination with other items.
 - b. If repair or replacement of the Products is impossible for Studio2 or cannot reasonably be required of Studio2, Studio2 may opt to repay the purchase price of the Products or to supply replacement Products.
 - c. Studio2's liability is strictly limited to replacement, repair, credit or compensation within the meaning of Section 7:24 of the Dutch Civil Code, at Studio2's option. All replaced parts will be Studio2's property.
 - d. Installation and other services will be offered in a sound and professional manner in accordance with generally applicable standards in the sector.
 - e. The software supplied will be in conformity with the functional specifications and current documentation offered by Studio2. Studio2's obligation to repair software defects is described in Article 21.17.

- 15.4. The Client/Consumer/Buyer may rely on an agreed warrantee only if the following conditions have been met:
- Studio2 has been notified by the Client/Consumer/Buyer immediately after the discovery that the Products are not in conformity with the warranty and Studio2 has been provided with the invoice number in question, the date of purchase and a copy of the original invoice; and
 - the allegedly defective Products are returned to Studio2 within two (2) weeks after the notification to Studio2 referred to in (a) and the costs of dispatch are paid in advance; and
 - an investigation of the Products by Studio2 confirms that the alleged defect exists and was not caused by incorrect use, neglect, negligence, the manner of storage, improper installation or use, or modification or an accident; and
 - with regard to Studio2 Products that contain firmware, the Client/Consumer/Buyer has upgraded the firmware in the Product in question within one (1) month after Studio2 offered to provide the Client/Consumer/Buyer with such upgraded firmware.
- If the requirements set out above have not been met, any warranty rights will lapse and Studio2 will be released from any and all liability based on the supply of defective Products.
- 15.5. Notwithstanding the above provisions, Studio2 does not give any warranty, of any type, nature or description whatsoever, either express or implied, including but not limited to warranties regarding sale ability, warranties regarding third-party products, suitability of the Products for a certain purpose or the absence of infringement of third-party intellectual property rights. Studio2 hereby also expressly rejects any and all liability with regard to the above. Studio2 does not give any warranty that the functioning of all the Products, software, firmware or the provision of services will be uninterrupted and error-free.
- 15.6. Warranties on third-party products are offered by the third party in question.
- 15.7. Studio2 will not be under any repair obligations or other warranty obligations with regard to defects reported after the applicable warranty period has lapsed, unless the Parties have entered into a maintenance agreement in which that repair obligation is set out.
- 15.8. Studio2 will charge work costs and repair costs for repair work that falls outside the scope of the warranty in accordance with the customary rates. Studio2 may also return the defective product to the Client/Consumer/Buyer if the Client/Consumer/Buyer so agrees. If the product is returned to the Client/Consumer/Buyer, €25 will be charged in handling costs. The provisions regarding delivery set out above in this Article 5 apply to the returning of Products as referred to in this article.
- 15.9. Studio2 reserves the right, at its discretion, to put an end to repair obligations or other warranty obligations if those obligations relate to Products that have reached the end of their expected service life. In the case of Consumers, the above provision is without prejudice to the Consumer's right to repair, replacement or refund of the invoice value of a Product. If it is established that a Product is not in conformity with the Agreement, Studio2 may at its option replace the Products in question on their return with new Products or refund the invoice value of those Products to the Consumer, after the Products already received have been returned.

16. Limitation of liability

- 16.1. If it is established in court or otherwise that Studio2 is liable towards the Client/Consumer/Buyer for loss incurred under the Agreement or on the grounds of a wrongful act or on any other ground, that liability, including a payment obligation, if any, under Section 6:230 and/or Section 6:271 of the Dutch Civil Code will at all times be limited in total to the provisions of this article:
- the Client/Consumer/Buyer may in no event hold Studio2 liable for loss incurred because Studio2 has proceeded on the basis of incorrect data/files provided by or on behalf of the Client/Consumer/Buyer;
 - the Client/Consumer/Buyer may in no event hold Studio2 liable for any interruption of operations, loss of profit, lost income, loss of orders, lost sales, lost savings, loss caused by business and other interruption, loss caused by the use of Products supplied by Studio2, loss as a result of personal injuries or damage to goods or other property of the Client, loss as a result of liability towards third parties, and other indirect or consequential loss incurred by the Client;
 - the Client/Consumer/Buyer may in no event hold Studio2 liable for loss resulting from errors in technical documentation;
 - the Client/Consumer/Buyer may in no event hold Studio2 liable for the consequences of breach on the part of the Client/Consumer/Buyer;
 - the Client/Consumer/Buyer may in no event hold Studio2 liable if loss is due to failure of the Client/Consumer/Buyer to follow Studio2's instructions, if the Client/Consumer/Buyer has repairs performed by third parties, makes alterations to Products supplied, uses hardware and/or software and/or batteries of third parties, or buys or sells Products on the market for second-hand products. In that case warranties as referred to in Article 15 will also lapse and the costs of use referred to in Article 12.3 will be payable by the Client/Consumer/Buyer;
 - the Client/Consumer/Buyer may in no event hold Studio2 liable for loss as a result of use of the Products supplied, including but not limited to the installation of the Products and the attachment of the Products to other objects;

- g. Studio2's liability towards the Client/Consumer/Buyer, including any payment obligation under Section 6:230 and/or Section 6:271 of the Dutch Civil Code, will at all times be limited to the amount paid by Studio2's liability insurer in the case in question;
- h. if Studio2's liability insurer does not make payment, for any reason whatsoever, Studio2's liability, including any payment obligation under Section 6:230 and/or Section 6:271 of the Dutch Civil Code will be limited to:
 - the net value of the invoice for the Products to which the harmful event relates or, if several invoices relate to the harmful event, the net value of the last invoice in that series sent to the Client/Consumer/Buyer by Studio2 before the time at which the harmful event occurred; or
 - if the harmful event is not based on the delivery of Products or if no invoice has been sent for those Products, the net value of the last invoice sent to the Client/Consumer/Buyer by Studio2 before the time at which the harmful event occurred; and
 - Studio2's total liability, regardless of the number of harmful events, will in no event exceed €50,000.
- 16.2. Studio2's liability on the grounds of breach on the part of Studio2 in providing the services that Studio2 offers via its website will in no event exceed €500 per injured party.
- 16.3. Studio2 is liable only for loss caused by non-performance or improper performance of an Agreement if the Client/Consumer/Buyer immediately gives Studio2 written notice of default, setting a reasonable term in which to remedy the non-performance and Studio2 fails to perform its obligations also by the end of that term. The notice of default must set out a full and detailed description of the non-performance that enables Studio2 to adequately respond.
- 16.4. A claim for damages of the Client/Consumer/Buyer will lapse as soon as three months have passed since the claim arose or if the Client/Consumer/Buyer became aware of the loss and did not properly inform Studio2 accordingly. If the Client has informed Studio2 and has properly given Studio2 notice of default, the claim lapses if the Client has not filed a claim against Studio2 within twelve months after that notification. Contrary to the preceding provision, if the Consumer has notified Studio2 and has given Studio2 proper notice of default, the claim will lapse if the Consumer has not filed a legal action against Studio2 within two years after the notification.
- 16.5. The limitations of Studio2's liability set out in these General Conditions must be regarded as also having been given to third parties that are involved in the supply of Products purchased by the Client/Consumer/Buyer.

17. Indemnity

- 17.1. The Client/Consumer/Buyer must indemnify Studio2 and hold it harmless from and against, and must assist it both in and out of court with regard to, claims or judicial proceedings filed by third parties arising from (a) all claims of third parties regarding damage, loss, costs and expenses of those third parties arising from or related to breach in the performance of an Agreement by the Client/Consumer/Buyer; (b) the incorrect removal of scrapped Products supplied to the Client/Consumer/Buyer in breach of applicable local, regional and national laws, decrees, rules and regulations regarding the removal of scrapped electrical and electronic equipment (including Directives 2002/96/EC, 2003/108/EC and 2008/98/EC); (c) fines for which Studio2's liability in relation to the Client/Consumer/Buyer is excluded in Article 18 of these General Condition; and (d) breach or alleged breach by the Client/Consumer/Buyer of applicable export legislation, regulations or orders.
- 17.2. Each party must indemnify the other party and hold it harmless from and against, and must defend it against, claims or judicial proceedings filed by third parties based on failure to comply with its statements, warranties or other obligations under these General Conditions.

18. Collection of personal data

- 18.1. Studio2 collect certain data (including personal data such as names, addresses, credit cards details and other details that are necessary for the Client/Consumer/Buyer and for the delivery of the Products and provision of services) of persons (participants) who register via the hosted website(s) for events or other activities. Those data are stored in secured internal and external servers. The Client/Consumer/Buyer will grant Studio2 a non-exclusive, worldwide, royalty-free, permanent, irrevocable license to use, compile, distribute, depict, store, process or reproduce those data exclusively for the purposes determined by the Client/Consumer/Buyer. The Client/Consumer/Buyer furthermore gives Studio2 the right to copy and update this material and this content on servers of Studio2 (or servers of its suppliers) during the term of the Agreement. Studio2 will destroy all the data in its possession on termination of the Agreement or at the Client/Consumer/Buyer's first request.
- 18.2. The Client/Consumer/Buyer warrants and declares that it has acquired all rights, permits and approval required to use and transfer this information in combination with offering Studio2's Products and services.
- 18.3. The Client/Consumer/Buyer is responsible for the processing of the data that are regarded as "personal data" as defined in the Wet bescherming persoonsgegevens (Personal Data Protection Act). The Client/Consumer/Buyer warrants towards Studio2 that the contents, use and/or processing of the data will not be unlawful and will not infringe any third-party rights. The Client/Consumer/Buyer indemnifies the Supplier against any legal action of a third party, on any ground whatsoever, related to these data or the performance of the Agreement.

19. Privacy

- 19.1. Studio2's privacy policy states how Studio2 handles personal data of the Client/Consumer/Buyer and how Studio2 protects the Client/Consumer/Buyer's privacy. Studio2's privacy policy can be found at www.studio2.nl/Privacy-Policy either coachsuite.nl/legal/

20. Installation

- 20.1. The technical advice, installation services, drawings, instructions or other documentation made available to the Client/Consumer/Buyer by Studio2 with regard to the requirements regarding the environment and installation of the hardware, firmware and/or software are guidelines only. The guidelines provided by Studio2 are in conformity with the manufacturer's original specifications. Studio2 does not warrant that if the Client/Consumer/Buyer has observed the guidelines, the environment will meet in a specific case the hardware requirements specified by Studio2.
- 20.2. The Client/Consumer/Buyer must ensure that the environment meets the hardware requirements specified by Studio2 in a specific case (e.g. with regard to temperature, humidity, technical environment requirements etc.). If the guidelines given by Studio2 for the environment and the installation of the Products in a specific case (as referred to in Article 20.1) are inadequate to meet the hardware requirements specified by Studio2, the Client/Consumer/Buyer is responsible for changing the environment.
- 20.3. If Studio2 and the Client/Consumer/Buyer so agree in writing, Studio2 will arrange for the installation of the Products, on the following conditions:
 - a. The Client/Consumer/Buyer must offer a suitable installation location with all the necessary facilities, such as cabling and telecommunications facilities, and the Client/Consumer/Buyer must follow all the necessary instructions given by Studio2 for the installation before the delivery of the hardware.
 - b. Studio2 will in no event be required to perform data conversion.
 - c. The Client/Consumer/Buyer must give Studio2 access to the installation location on normal working hours and during Studio2's normal office hours.

21. Firmware and software

License

- 21.1. Subject to full payment for the applicable Products and continuous compliance with the provisions of these General Conditions by the Client/Consumer/Buyer, Studio2 grants the Client/Consumer/Buyer a non-exclusive, non-transferable, royalty-free license, which cannot be sublicensed, for the loading of, access to and use of the software and firmware, exclusively insofar as necessary to enable the Client/Consumer/Buyer to use the Products supplied by Studio2, exclusively in accordance with the function of the software and/or firmware given to it by Studio2 and exclusively within the limits of these General Conditions. With regard to the Contract Products described in Article 22, the license under these General Conditions is granted only insofar as there is a valid separate Agreement or a valid contract, and it will end immediately as soon as the term of the separate Agreement or the contract has ended, and the Client/Consumer/Buyer no longer performs its periodical payment obligations. No rights, including intellectual property rights, will be transferred to the Client/Consumer/Buyer. The Client/Consumer/Buyer must at all times strictly comply with the limitations of use agreed on between the Parties.
- 21.2. The Client/Consumer/Buyer must accept the software and the firmware "as is – where is", meaning in the condition that it is in at the time of delivery and therefore with all visible and invisible defects and other shortcomings.
- 21.3. Studio2 may suspend, terminate, withdraw or end the license referred to in Article 21.1 if the Client/Consumer/Buyer uses the software and/or the firmware contrary to these General Conditions. In that case Studio2 is not liable for any loss consequently incurred by the Client/Consumer/Buyer.
- 21.4. The Client/Consumer/Buyer may not:

- a. copy, compile, reverse compile, disassemble, analyze or reverse engineer aspects of the Products supplied, including the firmware;
 - b. sell, rent out, sublicense or transfer the software and firmware and data carriers on which the software and/or firmware are recorded, grant restricted rights to that software and/or firmware or those data carriers or offer them to third parties in any manner or for any purpose;
 - c. offer third parties external or non-external access to the software or install the software at third parties for hosting purposes, not even if those third parties use the software exclusively for the benefit of the Client/Consumer/Buyer;
 - d. produce derived works on the basis of the software and/or firmware or documentation;
 - e. compile, reverse compile, disassemble, analyze or reverse engineer the software or in any manner attempt to trace or reproduce the source codes for the software or part of the software;
 - f. alter the software or hardware, unless Studio2 has confirmed that alteration is necessary in order to remedy defects;
 - g. use the software to process data for third parties (time sharing);
 - h. make or attempt to make unauthorized use of, or have unauthorized access to, networks or hardware of Studio2 or third parties;
 - i. allow other persons or entities to use the software or a copy of the software;
 - j. be involved in fraudulent activities of any nature whatsoever; or
 - k. limit, prevent, hinder or otherwise disrupt or affect the performances of the website or other facilities for the provision of services or delivery of Products by Studio2 (or suppliers of Studio2).
- 21.5. The source code of the software and/or firmware and the technical documentation generated during the development of the software and/or firmware will in no event be made available to the Client/Consumer/Buyer. The Client/Consumer/Buyer acknowledges that the source code is of a confidential nature and contains trade secrets of Studio2.
- 21.6. Each Studio2 Product is unique in order to guarantee the correctness of the results generated by the Products. When Client/Consumer/Buyer purchases a Product from Studio2, Studio2 provides Client/Consumer/Buyer with a non-exclusive, non-transferable, non-sublicensable royalty-free license to use any database of unique data generated by Studio2 Products. The Client/Consumer/Buyer is prohibited from breaking into the database of unique data by using Products that have not been produced and / or approved by Studio2.
- 21.7. If the Client acts in breach of the provisions of Article 21.6, the license referred to in that article will end with immediate effect and the Client will forfeit to Studio2 an immediately payable penalty, not subject to setoff, in the amount of €50,000 (in words: fifty thousand euros) per breach and of €1000 (in words: one thousand euros) per day on which the breach continues, subject to Studio2's right to claim full damages or to file other claims.

Firmware

- 21.8. The Products supplied by Studio2 may contain firmware. Studio2 reserves all rights regarding that firmware.
- 21.9. Some Products of Studio2 have firmware that must be updated each year. The Client/Consumer/Buyer must download and install those firmware updates each year to ensure that the Products remain operational. Some Products (such as the decoders) must furthermore be synchronized with Studio2's website for the downloading of statistical data on use, as described in more detail in the documentation of the Products. If the Client/Consumer/Buyer fails to download the annual firmware updates and to perform the required synchronization with Studio2's website, the Products will cease to function. The Client/Consumer/Buyer is fully responsible for the downloading and installation of these annual firmware updates and for the performance of the required synchronization with Studio2's website.

Software

- 21.10. The Client/Consumer/Buyer itself is responsible for installing, setting and designing parameters for and adjusting the software and, if necessary, adjusting the hardware and the user environment used in this regard. Unless otherwise expressly agreed in writing, Studio2 is not required to convert data.
- 21.11. Studio2 has the right to take technical measures to protect the software and to arrange for the agreed restrictions in the duration of the right to use the software. The Client/Consumer/Buyer may not remove or override these technical measures.
- 21.12. Unless Studio2 offers the Client/Consumer/Buyer a backup of the software, the Client/Consumer/Buyer may make one backup of the software, which may be used only in the event of damage of or involuntary loss of possession of the original copy of the software. The backup may be installed only after damage or involuntary loss of possession. A backup must have the same labels and copyright designations as the original copy.
- 21.13. The Client/Consumer/Buyer may use the software only within its own company or organization, on one processor and for a specified number or type of users or terminals to which the right of use granted relates. The Client/Consumer/Buyer's processor on which the software is used for the first time and the number of terminals connected to that processor during that first use will be regarded as the processor and the number of terminals to which the license relates. The license may relate to several processors if that was expressly agreed on in writing between the Parties.

- 21.14. The use of software with timing hardware not approved by Studio2 or other Products or incorrect/incompatible software may cause the software or the Products to break down or to function incorrectly. The Client/Consumer/Buyer indemnifies Studio2 against any resulting liability.
- 21.15. The Client/Consumer/Buyer must immediately return to Studio2 all the copies in its possession after the right of use of the software has ended. If the Parties have agreed that the Client/Consumer/Buyer must destroy the copies in question as soon as the right of use ends, the Client/Consumer/Buyer must immediately give Studio2 written notification of that destruction.
- 21.16. Studio2 will provide the Client/Consumer/Buyer with the software on data carriers of the agreed format and type and with the agreed layout. Unless otherwise expressly agreed in writing, the Client/Consumer/Buyer is responsible for the installation, setting and designing of parameters for and for adjusting the software and, if necessary, adjusting the hardware and the user environment used in this regard. Studio2 is not required to convert data.
- 21.17. Studio2 will use its best endeavors to repair defects of the software and/or firmware within a reasonable period if and insofar as the defects have been reported to Studio2 in writing, with a detailed description. In these General Conditions “defect” means that the software largely does not meet the functional or technical specifications of the software expressly stated by Studio2 in writing and, if all or part of the software is custom made, the functional or technical specifications expressly agreed on between the Parties. A defect exists only if the Client/Consumer/Buyer can prove it and the defect is reproducible. The Client/Consumer/Buyer must immediately inform Studio2 in writing of any defects. Repairs will be performed free of charge, unless all or part of the software is custom-made, in which case Studio2 will charge the repair costs at the customary rate. In the event of user errors, injudicious use by the Client/Consumer/Buyer or external causes that are not attributable to Studio2, such as defects of the Internet, data network connections, voltage facilities or links to hardware, software or materials that do not come under Studio2’s maintenance obligation, Studio2 is not required to repair any resulting defects. Studio2 will in no event be required to repair damaged or lost data. If the Client/Consumer/Buyer makes or has made changes to the software without Studio2’s prior written consent, Studio2 cannot be required to repair the software. Defects will be repaired at a location to be determined by Studio2. Studio2 may install temporary solutions, workarounds or problem-avoiding limitations in the software.
- 21.18. In the case of a Client, a Defect must be reported to Studio2 within three (3) months after delivery. Studio2 is under no obligations regarding the repairing of Defects reported by the Client after the aforesaid period of three (3) months has passed, unless the Parties have entered into a maintenance agreement in which that repair obligation is recorded.
- 21.19. The Client/Consumer/Buyer hereby grants Studio2, or an agent designated by Studio2 the right during normal working hours to perform an audit regarding the use of the software by the Client/Consumer/Buyer. The Client/Consumer/Buyer must cooperate in that audit and the Client/Consumer/Buyer must provide Studio2 with all the data that reasonably relate to the use of the software by the Client/Consumer/Buyer. The audit is limited to verification of compliance with the provisions of these General Conditions by the Client/Consumer/Buyer.
- 21.20. Studio2 may deactivate all or part of the software for preventive, corrective or adaptive maintenance or other types of service, without that giving rise to any liability on the part of Studio2 for any loss consequently incurred by the Client/Consumer/Buyer.
- 21.21. The Client/Consumer/Buyer is aware that the availability of the systems used for access to and interaction with the Products and software, including telephone, computer networks, the Internet or systems for the dispatch of data, are unpredictable and may occasionally cause breakdowns in the use or the functioning of the Products or software or may make that use or that functioning impossible (or temporarily impossible). Studio2 is not liable for such breakdowns or prevention of access to or use of the Products or software.
- 21.22. The Client/Consumer/Buyer must immediately return to Studio2 all the copies in its possession after the right of use of the software has ended.
- 21.23. If the Client/Consumer/Buyer uses the software contrary to the provisions of these General Conditions, the Client/Consumer/Buyer owes Studio2 an immediately payable penalty, not subject to setoff, in the amount of €10,000 (in words: ten thousand euros) per breach, without any notice of default being required and without prejudice to Studio2’s right to claim specific performance and/or damages.

22. Contract Products

- 22.1. Studio2 offers the variable Contract Products:
- 22.2. Studio2 will terminate the supply of Contract Products if the Client/Consumer/Buyer no longer makes the required periodical payments or if the agreed term ends.
- 22.3. The Client/Consumer/Buyer is responsible for the implementation of updates of the firmware belonging to the Contract Products and for the synchronization of the Contract Products with Studio2’s website.
- 22.4. All variable Contract Products come under the warranty, until the agreed term ends and for as long as the Client/Consumer/Buyer makes the required periodical payments. Information on the warranty regarding the Contract Products can be found at www.studio2.nl/garantie/ either coachsuite.nl/legal/ or in the documentation that Studio2 provides together with these Contract Products.

23. Results Website

- 23.1. The Client/Consumer/Buyer can use some software and hardware Products of Studio2 to upload results of competitions and training sessions to servers of Studio2 or other external locations. Studio2 may furthermore require the conclusion with the Client/Consumer/Buyer of a Hosted Software and Services Agreement or a similar agreement to record the specific conditions of use. In that case the conditions of that agreement apply in addition to the provisions of these General Conditions.
- 23.2. Studio2's Results Website was specifically developed for use with timing hardware and software of the Studio2 trademark and can be damaged if data of non-Studio2 Products are downloaded. To protect the integrity of Studio2's Results Website and to avoid damage to it, the Client/Consumer/Buyer and its end users may upload only results that have been generated by means of hardware and software of Studio2. If the Client/Consumer/Buyer fails to perform its obligations recorded in this Article 23.2, Studio2 reserves the right to collect costs of software use up to a maximum of €1000 each time the data are uploaded of Products (including transponders and decoders) that do not belong to Studio2, by way of user costs rather than as a penalty, notwithstanding other legal remedies available to it under this General Conditions in the case of such breaches. The Client/Consumer/Buyer is also liable for damage to Studio2's Results Website because of failure to comply with this Article 23.2.
- 23.3. The Client/Consumer/Buyer is aware that the availability of the systems used to gain access to and interact with the Website for Events Results, including telephone, computer networks and the Internet, or systems for the dispatch of data, are unpredictable and may interfere occasionally with the use of or functioning of the Products or software or may make that use or that functioning impossible (or temporarily impossible). Studio2 is not liable for such breakdowns or prevention of access to or use of the Products or software.
- 23.4. Studio2 does not warrant that the Results Website will function without breakdowns, interruptions, defects or other faults or that all defects and other shortcomings will be remedied. Studio2 is in no event liable for direct or indirect loss because of (poor) functioning of Studio2's Results Website.

24. Independent Parties; allocation; subcontracting

- 24.1. Studio2 and the Client/Consumer/Buyer are independent parties. No provision of these General Conditions pertains to the conclusion of a partnership, joint venture or other entity or similar legal relationship between Studio2 and the Client/Consumer/Buyer.
- 24.2. Studio2 may transfer to a third party the Agreement or all or part of its rights, obligations or liabilities under the Agreement or on any other ground. Studio2 will remain responsible for the performance of its obligations under the Agreement.

25. Compliance with regard to export

- 25.1. The Client/Consumer/Buyer acknowledges that legislation and regulations of the Netherlands regarding customs and export control apply to the Products and software offered under these General Conditions, which may contain technology and encryption. The Client/Consumer/Buyer must comply with that legislation and those regulations. Both Parties must indemnify the other party and hold it harmless from and against claims or judicial proceedings instituted by third parties on the grounds of failure to comply with its statements, warranties or other obligations under these General Conditions.

26. Amendments to these General Conditions

- 26.1. Studio2 reserves the right to amend these General Conditions. Amended General Conditions will apply to the Agreement after an updated version has been placed on www.studio2.nl/Algemene-Voorwaarden either coachsuite.nl/legal/.

27. Governing law and disputes

- 27.1. All legal relationships to which Studio2 is a party are governed exclusively by Dutch law, also if all or part of an obligation is performed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention 1980 (CISG) is expressly excluded.
- 27.2. The Court of Noord-Holland, Haarlem location, the Netherlands, has exclusive jurisdiction to hear and decide on disputes, unless mandatory provisions of the law provide otherwise. The Client/Consumer/Buyer nevertheless has the right to present the dispute to the court that has jurisdiction by law.

28. Notices

- 28.1. Notices to Studio2 under these General Conditions or separate agreements must be in writing and must be sent with a signed acknowledgement of receipt of a postal clerk/courier service to the following address:

Studio2 Communications BV

Ambachtsweg 46
3542 DH Utrecht
Nederland
Tel: +31 85 2017785
E-mail: info@studio2.nl