

GENERAL DELIVERY TERMS OF INZICHT MARKTONDERZOEK

ARTICLE 1 DEFINITIONS

In these General Delivery Terms the following definitions will apply:

- “*Inzicht Marktonderzoek*” : Inzicht Marktonderzoek V.O.F. located in Amersfoort, registered with the Amersfoort Chamber of Commerce for Gooi-, Eem en Flevoland under number 8161477
- “*Principal*” : the entrepreneur (natural or legal person, or partnership) with whom *Inzicht Marktonderzoek* has concluded a contract
- “*General Terms*” : the articles included in these General Terms
- “*Contract*” : the contract between *Inzicht Marktonderzoek* and *Principal* stating that *Inzicht Marktonderzoek* will provide *services* for the *Principal*. The manner in which this contract is to be formed is included in these *General Terms*.
- “*Services*” : the efforts *Inzicht Marktonderzoek* makes in order to organize an electronic marketing service for the *Principal*.

ARTICLE 2 VALIDITY GENERAL TERMS

1. These *General Terms* apply to all legal actions between the *Principal* and *Inzicht Marktonderzoek*, among which giving an assignment, making and accepting offers and quotations and the conclusion of a *contract*.
2. By giving an assignment, making and accepting offers and quotations and concluding a *contract*, the *Principal* acknowledges the validity of these *General Terms*.
3. The *General Terms* of *Inzicht Marktonderzoek* take precedence over any terms of the *Principal*.

ARTICLE 3 PERMISSIVENESS OF QUOTATIONS AND OFFERS

1. The quotations and offers *Inzicht Marktonderzoek* presents have a validity of two months, unless specifically stated otherwise in the quotation or offer.
2. The prices included in the quotations and offers are excluding Value Added Tax (VAT), unless explicitly stated otherwise in the quotations or offers.
3. If *Inzicht Marktonderzoek* provides the *Principal* with a quotation for which *Inzicht Marktonderzoek* has performed *services* for the service *Principal* wishes to purchase, the *Principal* may no longer approach other parties that could take over the *services* of *Inzicht Marktonderzoek*. Furthermore, other parties may not be notified of the *services* provided by *Inzicht Marktonderzoek*, unless *Inzicht Marktonderzoek* gives a written consent for this.
4. Infringement of this article leads to a fine that is equal to the amount included in the quotation, without prejudice to *Inzicht Marktonderzoek*'s right to claim compensation as well.

ARTICLE 4 FORMATION CONTRACT

1. A *contract* is formed by the confirmation of the assignment given by *Inzicht Marktonderzoek* and the *Principal* to perform *services* for the *Principal*.
2. The confirmation can be made electronically (by email) or in writing.

ARTICLE 5 DURATION OF THE CONTRACT

1. Every *contract* between *Principal* and *Inzicht Marktonderzoek* has a duration of twelve months, unless specifically stated otherwise in the *contract*.
2. If the start of the execution of the *services* has not taken place within three months, the deadline of twelve months is extended with the period of time between concluding the *contract* and the start of the execution of the assignment. In this case, *Inzicht Marktonderzoek* reserves the right to revise the price.
3. Early termination is only possible when honoring the three month notice and is done by means of a registered letter with acknowledgement.

ARTICLE 6 PRINCIPAL OBLIGATIONS

1. The *Principal* is obliged to deliver in due time and correctly the necessary data *Inzicht Marktonderzoek* needs to provide the *services*.
2. A maximum of five screening questions must be posed at the beginning of a questionnaire that is part of the *services* provided by *Inzicht Marktonderzoek*. Infringement thereof may lead to additional costs with regard to the late screen-outs.
3. The *Principal* is obliged to check carefully the proofs sent by *Inzicht Marktonderzoek* for errors and defects. These proofs must be returned, corrected or approved, to *Inzicht Marktonderzoek*, within one workday.
4. By approving the proofs, the *Principal* acknowledges that the proofs prior to the *services* provided by *Inzicht Marktonderzoek* have been executed correctly.
5. The *Principal* is obliged to inspect upon delivery whether *Inzicht Marktonderzoek* has performed the *contract* properly. The *Principal* must notify *Inzicht Marktonderzoek* in writing and well-motivated about the complaints as soon as possible, with a maximum of ten workdays after delivery of the *services*, stating specifically the nature and ground of the complaints.
6. Claims and defenses, based on facts stating that *Inzicht Marktonderzoek* has failed to perform the *contract*, have a statute of limitation of one year after delivery.
7. The *Principal* must build in a quota-stop in order to prevent exceeding the agreed number of completes by more than 10%.
8. The *Principal* is obliged to first test if his software functions properly. A status file including unique identifiers (panel ids) must be returned within five work days after delivery.

ARTICLE 7 MATERIALS OR PRODUCTS DELIVERED BY THE PRINCIPAL

1. *Inzicht Marktonderzoek* and the *Principal* can agree that the *Principal* will deliver materials and products for processing. In this case, the *Principal* will ask *Inzicht Marktonderzoek* for instructions. The *Principal* will ensure that the delivery takes place timely and properly, so that the planned production can proceed.
2. *Inzicht Marktonderzoek* is not obliged to examine the materials received from the *Principal* on their appropriateness.

ARTICLE 8 OBLIGATIONS INZICHT MARKTONDERZOEK

1. Every produced proof requested by the *Principal* will be charged in addition to the agreed price, unless it has been expressly agreed that the costs of such proofs are included in the price.
2. *Inzicht Marktonderzoek* is obliged to send the invitations to the respondents that meet the set selection criteria. The panel members must first answer the selection questions in order to be admitted to the selection. Respondents that do not meet the requirements are screened out.

3. If the deviation of the quota stated in the contract is bigger than 5% of the actual quota, *Inzicht Marktonderzoek* reserves the right to increase the amount stated in the *contract*, or lower it where appropriate. The quota are calculated using the tracking link of the tracking ID's, unless explicitly decided otherwise. In case of a difference of opinion about the size of the eventually achieved quota, the number that has been registered by *Inzicht Marktonderzoek* will be determinative.
4. The *services* *Inzicht Marktonderzoek* provides, as set in the *contract*, are best efforts obligations, not obligations of result.
5. In case of insufficient supply, only the realized completes will be charged, unless this amount is lower than a possible minimum fee.
6. If the questionnaire is delivered correctly before 15.00 o'clock, *Inzicht Marktonderzoek* is obliged to arrange its dispatch on that same day. If the material is offered after 15.00 o'clock, the dispatch is guaranteed the next workday.
7. *Inzicht Marktonderzoek* is obliged to keep everything she discovers about the *Principal*, his products, clients or services, without permission of the *Principal*, confidential, except when executing the *services* requires otherwise. These obligations are also imposed upon *Inzicht Marktonderzoek's* employees and upon third parties brought in by *Inzicht Marktonderzoek*. This obligation remains valid after termination of the *contract*.
8. *Inzicht Marktonderzoek* will not enrich datasets afterwards with anonymous socio-demographic data such as age, education, ZIP code and sex.

ARTICLE 9 MODIFICATIONS OF THE SERVICES BY *PRINCIPAL*

1. Modifications of the *contract* within the contract term are possible after mutual consent (via email or by letter).
2. If the *Principal* changes the assignment after the formation of the *contract*, *Inzicht Marktonderzoek* reserves the right to modify the amount stated in the *contract* (consisting of the numbers to be delivered (N), the Incidence Rate (IR) and the length of the questionnaires (LOI) in minutes). Modifications that can be considered minor will not lead to an adjustment.

ARTICLE 10 MODIFICATIONS OF THE SERVICES BY *INZICHT MARKTONDERZOEK*

1. Small deviations (5%) of given measurements, amounts, colors and other similar data are not shortcomings. To supplement this, business practices can serve to decide if the deviations are minor, when the deviation is bigger than 5%.
2. *Inzicht Marktonderzoek* is entitled to refuse certain email messages because of their content, nature, meaning or form, technical objections, refusal to prepay, breach of legislation or regulations, conflict with the interests of *Inzicht Marktonderzoek*, conflict for another reason of principled nature, without being obliged to give an explanation to the *Principal*.
3. *Inzicht Marktonderzoek* is entitled to send email messages at a different time than is desired if *Inzicht Marktonderzoek* considers this necessary or desirable, for example for technical or operational reasons.

ARTICLE 11 PRICE CHANGES

1. *Inzicht Marktonderzoek* is entitled to change the agreed price should one or several of the following circumstances occur after the conclusion of the *contract*:
 - a. rise in the costs of materials, semi-manufactured goods or services required for executing the *contract*.
 - b. rise in shipment costs.
 - c. introduction of new and the increase in existing government taxes.
2. Extra laborious texts, unclear copies, sketches, drawings or models, defective data carriers, faulty files or software supplied by the *Principal*, faulty method of delivery of the materials or products to be delivered by the *Principal* and all similar deliveries by the *Principal*

entailing more work or costs for *Inzicht Marktonderzoek* than could reasonably have been expected at the time of entering into the *contract* shall constitute grounds for increasing the agreed price.

3. Any exceptional or reasonably unforeseen processing problems resulting from the nature of the materials, products and services that are to be processed, also constitute grounds for increasing the agreed price.
4. *Inzicht Marktonderzoek* is entitled to lower or increase the agreed price if the *Principal* makes any changes in the specifications, models or proofs mentioned in the *contract*. *Inzicht Marktonderzoek* will not use this right if the service to be provided does not or hardly differs from the *services* originally agreed upon in the *contract*.

ARTICLE 12 COPYRIGHT ETC.

1. The *Principal* guarantees towards *Inzicht Marktonderzoek* that the performance of the *contract* and in particular the reproduction or publication of materials received from the *Principal* (such as photographic recordings, films etc.) do not infringe any rights that third parties may enforce under national, supranational or international regulations in the area of copyright law, the law of torts or any other (behavioral) code.
2. The *Principal* shall hold *Inzicht Marktonderzoek* harmless, both in law and otherwise, against all claims that any third parties may have based on legislation and regulations.
3. If third parties claim their rights towards *Inzicht Marktonderzoek* based on legislation and regulations, *Inzicht Marktonderzoek* is entitled to suspend the performance of the *contract* with the *Principal* without being in default. If it is established that *Inzicht Marktonderzoek* does not infringe such rights by performing the *contract*, *Inzicht Marktonderzoek* will still carry out the order within a reasonable period of time.
4. *Inzicht Marktonderzoek* remains the party entitled to the copyright that may arise on the works produced in compliance with the *contract*, even if these services have been stated as separate items on the invoice.
5. Without written consent the materials produced by *Inzicht Marktonderzoek* may not be reproduced or published.

ARTICLE 13 PROPERTY

1. All goods manufactured by *Inzicht Marktonderzoek* remain the property of *Inzicht Marktonderzoek*.
2. *Inzicht Marktonderzoek* is not obliged to hand over the goods manufactured by her to the *Principal*.
3. *Inzicht Marktonderzoek* is not obliged to store the manufactured goods for the *Principal*.

ARTICLE 14 AGREED DATE AND TIME OF DELIVERY

1. The agreed date of executing the *services* provided by *Inzicht Marktonderzoek* is of an indicative nature.
2. The dates indicated by *Inzicht Marktonderzoek* are based on the information available at the time of conclusion of the *contract*, provided by the *Principal* and known by *Inzicht Marktonderzoek*.
3. *Inzicht Marktonderzoek* shall not be in default when the agreed date is exceeded. If a timely delivery is unlikely to happen, *Inzicht Marktonderzoek* and the *Principal* will have contact as soon as possible.

ARTICLE 15 PAYMENT

1. *Inzicht Marktonderzoek* is entitled to claim prepayment of the *contract*.
2. Payment shall be due 30 calendar days after the invoice date, and the *Principal* must transfer the right amount to the bank account number indicated by *Inzicht Marktonderzoek* on the invoice, unless specifically agreed otherwise.
3. If payment is not made by the due date, the *Principal* shall be in default, immediately and without notice of default being required.
4. The *Principal* is obliged to pay the statutory interest due on the invoice amount.
5. In the event of late payment, the *Principal* shall pay in full the extrajudicial collection costs.
6. *Inzicht Marktonderzoek* also has the right to increase the amount indicated on the invoice with 10%, if the *Principal* is in default.
7. Settlement of invoices by the *Principal* is not allowed without written consent of *Inzicht Marktonderzoek*.
8. Payments made after the due date will first be used for the pending charges and interest, and then to clear the oldest outstanding invoice. This will not be changed if the *Principal* mentions an invoice number.
9. Complaints concerning the invoice must be submitted to *Inzicht Marktonderzoek* by a registered letter with acknowledgement within ten days after the invoice date. Complaints do not delay the payment commitment. Complaints that are submitted after the period of seven days after the invoice date will not be processed.
10. *Inzicht Marktonderzoek* provides a credit rebate of 2% if the *Principal* pays within fourteen days after the invoice date.

ARTICLE 16 SECURITY

1. If there is a good reason to suspect that the *Principal* will not strictly comply with the obligations, the *Principal* is obliged to provide sufficient security about the ability of fulfillment of all the obligations on *Inzicht Marktonderzoek's* first demand.
2. As long as the *Principal* has not offered enough security, *Inzicht Marktonderzoek* is entitled to suspend her services.

ARTICLE 17 DUE ON DEMAND / SUSPENSION/DISSOLUTION

1. *Inzicht Marktonderzoek* has the right to claim all amounts payable to *Inzicht Marktonderzoek* in the following cases:
 - a. if the *Principal* does not provide sufficient security (see Article security) within ten days after a written request.
 - b. if the *Principal* is given suspension of payment, if the *Principal* is placed under guardianship, if the *Principal* claims bankruptcy or if the *Principal* is declared bankrupt.
2. In the situations stated in paragraph 1 *Inzicht Marktonderzoek* is entitled to suspend her obligations immediately, or to move to dissolution of the *contract*. *Inzicht Marktonderzoek* has the right to claim full compensation.
3. If the *Principal* (partially) dissolves the *contract*, a payment is due for the part of the *services* that have already been executed. *Inzicht Marktonderzoek* also has the right to a compensation for the reasonable costs. *Inzicht Marktonderzoek* also has the right to a full compensation.

ARTICLE 18 LIABILITY

1. *Inzicht Marktonderzoek* is not liable for deviations, mistakes and defects that have remained unnoticed by the *Principal* in proofs approved and corrected by the *Principal*.
2. *Inzicht Marktonderzoek* is not liable for shortcomings in the performance of the *contract* if the cause hereof lies in the materials and / or products delivered by the *Principal*.
3. *Inzicht Marktonderzoek* is not liable for direct or indirect costs for the *Principal* if the desired number of completes is not realized.
4. *Inzicht Marktonderzoek* is not liable for damage caused on purpose or by gross negligence by her non-managerial employees.
5. *Inzicht Marktonderzoek* is liable for damage caused on purpose or by gross negligence by *Inzicht Marktonderzoek* or her management staff.
6. Possible liability of *Inzicht Marktonderzoek* is limited to the amount of the distribution made by her insurer.
7. If *Inzicht Marktonderzoek* is liable, but this liability is not covered by her insurance, *Inzicht Marktonderzoek's* liability is limited to the due amount of the outstanding *contract*. If the *contract* has a duration of more than six months, the liability is limited to the invoice that the *Principal* owed for the last three months.

ARTICLE 19 OTHER

1. All notifications, communications, terminations and the like can be made by registered letter with acknowledgement or by email with positive acknowledgement and read confirmation.
2. If it appears that a (part of a) clause is not legal, this does not affect the validity of the other clauses of this *contract*. The invalid clause will then be replaced by a clause that approaches the targeted content of the original clause as much as possible.

ARTICLE 20 APPLICABLE LAW AND JURISDICTION

1. Dutch law applies to the content of these *General Terms* and to every *contract* between *Inzicht Marktonderzoek* and a *Principal*.
2. The *General Terms* have been deposited at the Chamber of Commerce in Harderwijk.
3. Either the version that has been deposited most recently or the version that was applicable at the time of the formation of the *contract* applies.
4. All disputes that *Inzicht Marktonderzoek* and the *Principal* cannot resolve will in first instance be submitted to the competent court for the location of *Inzicht Marktonderzoek*.

In the event of any disputes on the interpretation of any of the provisions of these terms and conditions, or any of the provisions included in contracts to which these terms and conditions apply, the Dutch text shall be conclusive.