

# ICT~Office Terms and Conditions

## Module 16 Financing and leasing of ICT

*The ICT~Office Terms and Conditions are filed with the Chamber of Commerce for the Central Netherlands under number 30174840.*

### 1. Applicability

- 1.1 The ICT~Office Terms and Conditions consist of the General module as well as one or more specific modules per product or service. The provisions of this module shall apply in addition to the provisions of the General module in the event of the financing and/or leasing of any objects.
- 1.2 The provisions of this module are inextricably linked with the provisions of the General module. In the case of conflict between the provisions of the General module and the provisions of this module, the latter shall prevail.

### 2. Financing

- 2.1 The agreement shall be entered into for the fixed term agreed between the Supplier and the Client.
- 2.2 The Supplier and the Client shall specify the entire (purchase) price of the object that forms the subject of the financing arrangement, the schedule for the regular payment of the instalments and the other conditions in writing in the agreement. The agreement provides for the payment of all instalments in full.

### 3. Payment

- 3.1 The Client undertakes to make all payments to the Supplier in legal Dutch tender, at no cost to the Supplier, and on the day that they become due and payable by means of transferring the sum to an account designated by the Supplier. The Client can only discharge from its obligations by paying the outstanding amount in the abovementioned manner.
- 3.2 By entering into the agreement, the Client grants the Supplier its irrevocable and unconditional permission to collect the amounts due from the Client by means of direct debit. The Client shall at all times ensure that its account contains sufficient funds and shall also grant all necessary cooperation to payment by direct debit.
- 3.3 Except where agreed otherwise, amounts shall in each case be payable in advance per calendar month. If default interest has been agreed, this shall be payable by the Client with effect from the first day of default.
- 3.4 The Supplier may decide to postpone payment of an instalment if the Client submits a request to this effect, accompanied by reasons, in

writing before the instalment in question falls due. If the Supplier grants a postponement, at the explicit request of the Client or otherwise, this shall take place subject to all rights.

- 3.5 The amounts received by the Supplier from the Client shall be deducted from the costs due in the first instance, then from the interest, and finally from the principal sum.

### 4. Protection of (intellectual) property rights

- 4.1 The Client shall be obliged to inform the Supplier immediately of any damage to, depreciation or loss of the object and to take all necessary measures, such as for the purpose of limiting further damage, and also follow any instructions issued by the Supplier in this regard in order to protect the Supplier's (intellectual) property rights as referred to in Articles 6 and 8 of the General module.
- 4.2 The object must be maintained in a good condition by the Client at its own costs and used for the agreed purpose. The Client shall not change the appearance or fitting out of the object, or rent out, sell or encumber, grant the enjoyment of or use the object contrary to any statutory provision.
- 4.3 The Client shall be obliged to notify any party that asserts any rights in respect of the object of the Supplier's (intellectual) property rights and to notify the Supplier immediately of such claims by third parties upon submission of all documentation.
- 4.4 The Client shall hold the object at its own expense and risk and shall ensure that it is kept and secured safely. The Client undertakes to arrange and maintain adequate insurance cover in respect of the object with an insurance company established in the Netherlands. The Supplier may impose further conditions in respect of the insurance.
- 4.5 The Client shall assign all rights in respect of the payment of insurance proceeds to the Supplier in advance on entering into the agreement. Insurance proceeds that are paid directly to the Client by the insurance company shall be deducted from the compensation to be paid by the Client to the Supplier.
- 4.6 The Supplier shall be entitled to inspect the object during normal working hours or to arrange for this to be carried out. The Client shall grant any cooperation desired by the



Supplier upon the Supplier's first written request.

## **5. Purchase option**

- 5.1 If it has been agreed that the (intellectual) property rights in respect of the object (or any part thereof) shall not be transferred from the Supplier to the Client until payment of a final optional instalment has been effected, the Client shall notify the Supplier in writing that it wishes to make use of this option no later than three months before the end of the term of the agreement.

## **6. Termination and implications**

- 6.1 The Client shall be in default vis-à-vis the Supplier if the Client fails to pay one or more instalments or fails to pay in a timely manner, or if it acts contrary to any of the obligations arising from this agreement.
- 6.2 If the Client is in default, the Supplier shall be entitled to terminate the agreement with immediate effect by means of a written declaration and without bringing the matter before the Court, to immediately regain custody of the object and to exercise all other rights conferred by law.
- 6.3 With the exception of termination on the grounds of Article 11 of the General module, termination of the agreement by the Client shall be excluded.
- 6.4 Termination of the agreement shall not affect any of the Client's obligations vis-à-vis the Supplier and shall mean that all amounts owed by the Client become immediately due and payable.
- 6.5 The termination or declaring of the agreement to be void as a result of defects in or circumstances relating to the object or the use of the object shall be explicitly excluded.

## **7. Return**

- 7.1 If the agreement explicitly stipulates that the Client shall be entitled to return the object or if the Supplier exercises its right to reclaim the object, the object must be provided to the Supplier in good condition and at a time and place to be designated by the Supplier. The Client shall be obliged to reimburse any costs of repairs to, the replacement or depreciation of the object or parts thereof. The object must be returned to the Supplier in its original, working and acceptable condition. The Client shall ensure that the object is packaged and transported in a sound manner. The Client shall be obliged to remove any parts, facilities, data and software that do not form part of the object. If the Client fails to do so, the Supplier may proceed to carry this out without this leading to any obligations on the part of the Supplier.

## **8. Provision of security and transfer**

- 8.1 Upon the Supplier's first request, the Client shall be obliged to provide security in respect of compliance with all of its obligations vis-à-vis the Supplier. If the security provided is or becomes insufficient, the Client shall be obliged to supplement or replace the security upon first request.
- 8.2 The Supplier shall be entitled to transfer the legal relationship with the Client to a third party.

## **9. Administration and execution of the agreement**

- 9.1 The Client shall notify the Supplier in writing in advance of any changes to the Client's address and the location of the object.
- 9.2 The relevant documents or information from the Supplier's administration shall serve as prima facie evidence of the amounts owed by the Client to the Supplier, unless the Client submits proof to the contrary.
- 9.3 If the Supplier has made an error in the execution of the agreement, the Client shall be obliged to notify the Supplier immediately on discovering the error and to grant its full cooperation to the rectification of the error.

## **10. Additional services and additional costs**

- 10.1 Regardless of the description of the agreement, the price or the periodic fee, the agreement shall only include the services explicitly agreed in writing between the Supplier and the Client.
- 10.2 If additional services form part of the agreement, the Supplier shall be entitled to impose additional or amended conditions and to pass on changes in the costs of these services, such as those of insurance premiums, maintenance costs, taxes, government levies and the hourly rate imposed by the Supplier in respect of services, on to the Client.
- 10.3 If and in so far as the agreement explicitly stipulates that the Supplier shall be responsible for replacing the object, the Supplier shall ensure that the Client is provided with an object that the Supplier deems to be equivalent to the original object or that has a similar functionality. The provisions of the agreement shall apply to the replacement object in full. Except where agreed otherwise, the costs of replacement shall be borne by the Client.

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