



General Sales And Delivery Terms Infotrans Caribbean Suriname

Article 1 - General

1. These general sale and delivery terms (hereinafter “the General Terms”) apply to all offers, quotations, and agreements, both in relation to the delivery of transactions as well as to activities performed by Infotrans Distribution B.V., trading under the name Infotrans Caribbean Suriname (hereinafter: “the Contractor”) to Clients, buyers and commissioning authorities (hereinafter: “Client”) and shall be in force as of the 1st of April 2014.
2. Any deviation or amendment of the General Terms requires previous consent in writing from the Contractor.
3. Additional and/or different terms of a Client or third party-also including purchasing terms- do not bind the Contractor, unless these terms are accepted by the Contractor in writing.
4. When there is a conflict in these General Terms with the terms of any Client and/or third party these terms prevail.
5. In the event that any definition of these General Terms will not be considered by an authorized judge or otherwise not binding, the other definitions of these General Terms will fully remain of force.
6. If so required a copy of these terms is placed at the disposal of the Client by Infotrans Caribbean Suriname.

Article 2 - Orders, offers and agreements

1. All offers and quotations are free of obligation, unless it is mentioned differently. Offers and quotations are extended on eventual request of the client and based on data, drawings etc. of the correctness from which the Contractor may proceed.
2. Agreements between the Contractor and the Client shall only be realized in case and in so far as offers, quotations and orders are accepted by the Contractor or are considered to be established in case the Contractor has already started the activities. In the event that sale from warehouse stocks takes place the offer may replace the confirmation of the order in writing.
3. Specifications in orders, offers and/or quotations are as accurate as possible, but do not bind the Contractor. Modifications of technical nature are reserved by the Contractor.
4. The Contractor has, in case the order for delivery of a product or the execution of services does not result in an agreement, the right to bring to the account of the Client all expenses the Contractor was obliged to make to extend the offer.

Article 3 - Sale of Equipment

Delivery

1. The equipment sold by the Contractor to the Client will be delivered to the Client at the place of the warehouse of the Contractor. In the event it was agreed thereto in writing, the Contractor will deliver the equipment to the Client at a place indicated by the Client.
2. The Contractor will inform the Client concerning the date he intended to deliver the equipment previously to the delivery in due time.
3. The delivery of the equipment shall occur at the place agreed to for the delivery against the agreed rates.
4. The Contractor will pack the equipment for delivery in accordance with the rules usually prevailing in his company. In the event that the Client requires a special manner of packing, the extra costs attached to the packing will be for the expense of the Client.



5. The Client shall deal with the released packages of the products delivered at his place by the Contractor in a manner that is in accordance with the governmental regulations meant thereto. The Client shall indemnify the Contractor for claims of third parties due to non-observance of such regulations.

Installation

6. In the event it is agreed to in writing, the Contractor will install the equipment or will have it installed.
7. In all cases the Client will previously to the delivery of the equipment make available a proper place of installation with all necessary facilities, such as cables and telecommunication facilities.
The contractor shall, if required, submit to the client an order concerning the construction of these facilities.
8. During the regular working hours the client will grant access to the place of the installation to the Contractor previously to the execution of the necessary activities.
9. The client shall undertake to see that the Contractor has at his disposal the original data carrier and manuals when installing or replacing software used and/or delivered at his company.
10. The contractor is when transferring data not responsible for information that got lost.
11. The Contractor shall make the equipment available to the Client by delivery in accordance with Article 3.1 or in case an installation to be executed by the Contractor is agreed to in writing, through installation of the equipment at the place of the client. The equipment will hold between parties as accepted on the date of delivery or in case an installation to be executed by the Contractor is agreed to in writing on the date of installation.

Return Shipments

12. Without previous consent for his part the Contractor is not obliged to accept return shipments from the client.
13. Taking return shipments in receipt implies under any circumstances acknowledgement by the Contractor of the reason given for return shipment by the client. The risk of return shipments remains with the Client until they are given credit by the Contractor.
14. The Contractor keeps the right to perform the credit entry eventually resulting from return shipments under deduction of 15% of the price of the products returned with a minimum of USD \$100 (one hundred US dollars.)

Article 4 - Delivery and delivery period

1. All terms of delivery stated by the Contractor are only approximations and shall never be considered as deadlines, unless it is explicitly agreed to otherwise. At overdue delivery the Contractor should be given notice of default.
2. The Contractor is entitled to suspend the delivery as long as the Client has not fulfilled his obligations. This suspension shall hold until the date the client has fulfilled this obligation.
3. The delivery shall occur at the warehouse, workplace, factory or shop as desired by the Contractor.
4. The items to be delivered by the Contractor shall be transported at the expense of the client. The choice of the manner of transportation is determined by the Contractor. There is no insurance for the transportation of the items, unless the client requires it expressly; in this case the expenses are for the account of the client. The Contractor is only liable for payment of damage because of overdue delivery in case the client has given him notice of default, in which the client should give the Contractor a term of at least half of the originally delivery period agreed to in order to still fulfill his obligations. Exceeding the delivery period may essentially result only in the above-mentioned compensation of damage in case it is agreed to in writing.
5. Unless it is agreed to in a different manner, the expenses for import, export and stamp duty, as well as the station and clearance charges and taxes etc. are for the account of the client.
6. The Contractor maintains the right to deliver in consignments and to invoice separately.



Article 5 - Prices

1. The prices stated by the Contractor are based on the prices valid on the date of the delivery, the finishing place, plant or warehouse or shop and they are excluding purchase tax and unless explicitly mentioned differently, excluding packing and transportation expenses. The Contractor has the right to charge the client all price increasing features- under which are also included increase of cost prices and rates for materials, wages, social burden, taxes and transport expenses, (factory prices of suppliers, as well as a change in foreign exchange rates that has occurred after placing the offer, the quotations and order and/or the establishment of the agreement. The client is entitled after being informed concerning the increase to dissolve the agreement within 8 days after the notification.
2. In the event that an agreement in which it is referred to payments by the Client of periodically expiring amounts of money, it is valid that the Contractor is entitled to adjust the prevailing prices and rates by means of a notification in writing on a term of at least three months.

Article 6 - Payments

1. Unless it is explicitly agreed to differently in writing, the payment should occur within 10 days after the date of invoice without deduction of any discount. The term of payment should be considered as a deadline. Compensation, deduction or settlement is not allowed.
2. In the event that the client fails to pay the due amounts of money within the agreed term, the client shall, without notice of default being required, be obliged to pay the legal interest over the outstanding amount of money. In the event that the client, after the notice of default, fails to pay the order, the order may be passed on for collection, in which case the client shall, in addition to the total amount of money to be paid, be liable to completely pay extrajudicial and judicial expenses, including all expenses calculated by an external expert in addition to the costs determined legally, related to the collection of this order or procedure otherwise, of which the level is determined at a minimum of 15% of the total amount of money, but increasing it at least USD 500 with the actual advances made and also, in case payable, the respective turnover tax, all without prejudice to the expenses of the proceedings determined by the judge which are payable in addition to the above-mentioned extrajudicial collection charges. In the event that a repayment schedule is settled, the Client shall be obliged to pay in addition to abovementioned interest for overdue payment, collection charges and eventual costs incurred by the prosecution, 5% of the capital sum as settlement costs in case the order amounts to less than USD 10 000.00 and 3% of the capital sum in case the order amounts to USD 10 000.00.
3. The Contractor is previously to making the delivery always entitled to require sufficient security in his opinion necessary for the fulfillment of the payment obligations of the client. This definition holds as much in case credit is required. Refusal of the client to determine the required security gives the Contractor the right to consider the agreement as dissolved, without prejudice to the right of the Contractor to pay the expenses and the distribution of profits.
4. In the event that the term of payment is exceeded, the Client shall as of the date of the expiry of the invoice be obliged to pay to the Contractor interest over all overdue payments of 1 % above the valid discount rate for promissory notes of the Central Bank of Suriname with a minimum of 1.5 % per month. At the same time the Client is obliged to pay all extrajudicial collection costs, with a minimum of 15% of the amount of the overdue payment.

Article 7 - Title Retention

1. The Contractor retains ownership of all transactions distributed by the Contractor to the client, as long as the client has not fulfilled all his payment obligations, including orders in relation to fines, interests and expenses.
2. In addition to the above-mentioned title retention the Client undertakes to establish on first application to that effect of the Contractor a non-possessory pledge on all transactions delivered by the Contractor to the Client, to security of all existing and future orders of the Contractor to Client, for whatever reason.



3. As long as it is established that the ownership of the delivered transaction is not transferred to the Client, he shall not be entitled to resell the delivered transaction or to make use of the distributed transactions in any other way without explicit consent of the Contractor in writing.
4. In the event that the client is in default towards the Contractor, he shall be obliged to submit the programs and other results of the activities of the Contractor to the Contractor within 48 hours after he is demanded in writing to that effect by the Contractor in default of which he forfeits an immediately payable fine of USD 1000.00 for each day that he remains in default with this and/or he continues to make use of the programs and other results. The Contractor reserves all industrial and intellectual proprietary rights in relation with materials provided by him and the findings, designs, models and works protected by copyright.
5. For assignments based on subsequent calculation a term of cancellation of at least one month shall hold for the client as well as for the Contractor, unless it is agreed to otherwise. For agreements in relation with assignments with a fixed price and a fixed date of delivery the agreement may be terminated early by the Client or the Contractor with consent of the other party, or by their legal successors, under the condition that the party that is cancelling the order should pay the other party 15% of the total agreed value still not charged by the other party with a minimum of USD 500 of the total agreed value, which percentage of 15% is valid without prejudice in case the Contractor has not yet started the execution of the order.

Payment obligations related to executed activities, delivered products and/or periods of time to be included previously to the date of termination remain in force.

Article 8 - Complaints

1. The Client should report to the Contractor complaints concerning the executed services within 8 days after the delivery has taken place and /or the activities are executed, under accurate statement of the facts to which the complaint is referring.
2. In the event of a complaint concerning delivered transactions considered as relevant by the Contractor, the Contractor has the right to repair the concerned transactions, or to replace these transactions by similar transactions. The Contractor shall not be obliged to pay for any damage, except for transactions in which this damage is caused on purpose or due to gross negligence of the Contractor.
3. Where complaints do not fulfill the abovementioned, they cannot be received and the settlement is verified again.

Article 9 - Rights Of The Contractor

1. The copyright as well as all other rights of intellectual and industrial ownership in relation with software and equipment delivered by the Contractor to the Client or which are available in whatever manner are deposited exclusively with the Contractor or his licensors, unless parties have exclusively agreed otherwise in writing. The Client obtains thereto only the rights of use based on the applicable conditions of use.
2. The Client is not allowed to remove or to alter any indication concerning copyrights, brands, trademarks or other rights of intellectual or industrial ownership from the software, equipment or materials including indications concerning the confidential nature and privacy of the software.
3. The Client is not allowed to wholly or partially dismantle, to decompile, to apply reverse engineering, to integrate or to combine with other software, to copy, to translate, to adjust, to enter or change variations of the software without previous written consent of the Contractor except to the extent that it is permitted pursuant to the applicable license conditions and except to the extent that it is permitted pursuant to the law.
4. The Contractor will indemnify the Client against any action based on the allegation that software developed by the Contractor himself violates a valid copyright of third parties. The Contractor refuses to indemnify the Client and he is not obliged to pay for damage in relation with any order in which it is a matter of a modification in the software.



5. In the event that parties have separately agreed to in writing that the Contractor will develop software by order of the Client, the Client obtains the non-exclusive right to unlimited use of the software in his company in relation with the software developed wholly on his order and for his benefit. Parties may explicitly agree otherwise in writing. Only in the event that this is explicitly agreed to in writing the source code of this software is placed at the disposal of the Client and the Client is entitled to modify this software.
6. The Contractor is allowed to take technical measures to protect the software. In the event that the Contractor has protected the software by means of technical protection, the Client is not allowed to remove or to avoid this protection. In the event that the security measures result in the fact that the Client is not able to make a backup of the software the Contractor will on request of the Client place a backup of the software at the disposal of the Client.
7. Subject to the case that the Contractor places a backup of the software at the disposal of the Client, the Client has the right to maintain or to make a backup of the software. By backup is meant in these general terms: a substantial item in which the software is recorded, exclusively to replace the original copy of the software in the event of involuntary loss of ownership or damage. The backup should be an identical copy and should always be provided with the same labels and indications as the original copy.
8. The Client is familiar with the fact that the software made available and the other materials contain confidential information and business secrets of the Contractor or his license data. The Client undertakes to maintain this software, equipment and materials in secret, not to make them known or to give them in use to third parties without prejudice to the definitions of Article 3 and to use them only with the purpose for which they are made available to him. By third parties are also meant all persons employed in the organization of the Client who do not necessarily need to use the software and/or other materials.

Article 10 - Cooperation by The Client

1. In the event that for the execution of the agreement the necessary data are not, not timely or not in accordance with the appointments available to the Contractor or in the event that the Client does not fulfill his obligations in another manner, the Contractor has in any case the right to suspend the execution of the agreement and he has the right to charge the Client in accordance with his usual rates for the expenses made as a consequence of that suspension.
2. In the event that employees of the Contractor perform activities at the location of the Client, the Client will provide without payment for the reasonably required facilities such as- in the event that it is applicable- a workplace with telecommunication facilities etc. The Client will indemnify the Contractor for claims of third parties, including employees of the Contractor, who in relation with the execution of the agreement sustain damage which is the consequence of action or negligence of the Client or of unsafe situations in his organization.

Article 11 - Service And Maintenance Activities

1. The Contractor shall perform service and maintenance activities in accordance with the appointments made in writing with the Client.
2. All equipment, software and other materials used at the service and maintenance remain the property of the Contractor unless the Client pays for the development or purchase of them by the Contractor.
3. The Contractor may adjust the dimensions and the content of the service to be performed. In the event that such alterations have as a consequence a change in the procedures of the Contractor, the Contractor will inform the Client as soon as possible and the expenses of the adjustment are for the account of the Client.
4. An agreement for maintenance of equipment is entered into for a period agreed to between parties, in case of default one year prevails.
5. The duration period of such an agreement is each time implicitly prolonged for the original period, unless the Client shall terminate the agreement in writing in consideration with a term of termination of three months previous to the end of the concerned period.



6. Parties are, due to termination, never obliged to any payment of damage.
7. By maintenance is meant:
 - a. Preventive maintenance: inspection, adjustment or cleaning of the equipment considered necessary by the Contractor in order to prevent malfunctions ;
 - b. Corrective maintenance: the elimination of malfunctions in the equipment which has occurred when using the equipment regularly as a consequence of natural wear and tear and by typical shortcomings in the equipment as well as the execution of repairs necessary for these malfunctions and shortcomings and the replacement of worn-out respectively damaged components ;
 - c. Remote preventive maintenance: control considered necessary by the Contractor in order to prevent malfunctions and adjustment by means of a connection with the equipment established via telecommunication provisions;
 - d. Remote corrective maintenance: diagnose and/or eliminate reported malfunctions by means of a connection created with the equipment via telecommunication provisions ;
 - e. By malfunction is meant in this chapter non-compliance with or without interruption complying with specifications of the equipment made knowable in writing by the Contractor.
8. The maintenance is carried out during the working hours applicable by the Contractor from Monday through Friday except for generally acknowledged holidays.
9. In the event that a start is made with the maintenance during the working hours as referred to in Article 11.8 and the maintenance personnel of the Contractor consider it necessary to continue activities out of these hours, the current rates will be charged from the Client.
10. During the duration period of the maintenance agreement the Contractor is obliged to repair malfunctions reported by the Client to the Contractor in accordance with Article 11.15 to the best of his ability.
11. The Contractor has the right to suspend, among other things, his maintenance obligations for the time that circumstances appear at the place of the installment of the equipment that in the opinion of the Contractor include risks concerning safety or health of the employees of the Contractor.
12. The Contractor sees to maintaining his expertise up to date as concerns the equipment. The Contractor will register and set down all relevant data concerning the activities carried out on the equipment in his administration. The Contractor may at first request allow the Client access to the data thus set down by him.
13. The replacement of components occurs in case it is considered necessary by the Contractor for the repair or prevention of malfunctions. The replaced components become and/or remain the property of the Contractor.
14. The Client may have the equipment removed at his expense after previous consent in writing of the Contractor.
15. The Client will, immediately after a malfunction occurs on the equipment, inform the Contractor concerning the matter by means of a detailed description of the arising malfunction provided by the employee, who is an expert in the field. The Client is obliged to give access to third parties appointed by the personnel of the contractor or the contractor himself to the place of the equipment and to grant all additional necessary cooperation.
16. On request of the Contractor an employee of the Contractor, who is an expert in the field, will be present for consultation during maintenance activities. The Client has the right to be present at all activities carried out on his behalf.
17. The Client makes the equipment available for the Contractor in order to carry out abovementioned activities.
18. The Client is authorized to connect equipment not delivered by the Contractor. The expenses of the examination and repair of the malfunctions resulting from the connections made with equipment not delivered by the Contractor are for the expense of the Client.
19. In the event that it is considered necessary by the Contractor for the maintenance of the equipment to test connections of the equipment established with other systems of the equipment, the Client will make these other systems of equipment as well as the concerned test procedures and data carriers available to the Contractor.



20. Test material necessary for maintenance activities that does not include in the regular equipment of the Contractor should be made available by the Client.
21. The Client takes care and is responsible for the technical, environmental and telecommunication provisions necessary to operate the equipment. The maintenance does not explicitly include the abovementioned provisions and connections.
22. Activities due to the examination or repair of malfunctions resulting from improper use of the equipment or causes arising from outside, such as shortcomings in communication lines or in voltage provision, or couplings with and/or use of equipment, software or materials not included in the agreement, as well as all illegally copied software found do not pertain to the obligations of the Contractor pursuant to the agreement and will be charged separately from the Client against the current rates.
23. In the maintenance price are not included:
 - a. The replacement of non-durable goods such as, among others things, electro-magnetic warehousing media and typewriter ribbons;
 - b. The replacement expenses of components as well as maintenance services for the repair of malfunctions that wholly or partially are caused by attempts to repair by other people than the Contractor or his employees;
 - c. Activities on behalf of partial or complete revision of the equipment;
 - d. Modifications on the equipment;
 - e. Replacement, removal, reinstallation of equipment or activities as a consequence of these modifications.
24. In so far as it is not determined in the maintenance agreement, the usual basic maintenance rate will apply by the Contractor. The maintenance expenses increased by the payable turnover tax and other levies implied due to the government are paid in advance for the duration period of the maintenance agreement in accordance with Article 11.4, on the date of the entering into force of the agreement at the utmost or of the concerned prolongation period. The abovementioned does not apply in case parties in relation with the period for which the advance payment is valid have agreed to differently.
25. The Contractor is in default of due payment authorized to suspend the maintenance without being obliged to pay for any damage due to the Client. In so far as the Contractor still performs maintenance activities during this period on request of the Client, the Contractor may charge a separate payment in accordance with his usual rates.

Article 12 - Circumstances beyond one's control

1. It is a matter of circumstances beyond one's control on the side of the Contractor when, subject to the cases established by law, the Contractor is prevented from fulfilling his duties as a consequence of circumstances out of the sphere of influence of the Contractor, including but not limited to not fulfilling the duties of the Contractor by the Contractor.
2. In the event that the circumstances beyond one's control have endured longer than ninety days, the parties have the right to terminate the agreement by dissolution in writing. All that is carried out in accordance with the agreement is then settled to proportions without the parties being accountable to each other.

Article 13 - Guarantee

1. On the equipment and the software obtained by the Contractor from the supplier/producer are in so far as they are available only the guarantee definitions of the supplier/producer applicable.
2. Notwithstanding the definitions in Article 11.1 guarantee is offered against engineering mistakes by the Contractor for a period of three months after the date of delivery of the equipment in so far as they are not obtained from a supplier/producer. The guarantee exclusively includes that the Contractor will repair the mistakes to the best of his ability for his own account, in case these mistakes are reported within the abovementioned period as described in detail by the Contractor.



3. Any claim on guarantee expires, when without written consent of the Contractor changes are made in the equipment, that in the opinion of the Contractor could influence the regular functioning and reliability of the equipment. The same holds when other components are mounted than those delivered by the Contractor or when repairs have been carried out on the equipment without consent of the Contractor within the term of guarantee.
4. Industrial damage, consequential damage or other indirect damage not referred to by name are excluded from the guarantee. As the guarantee is applicable on mistakes exclusively caused by inferior manufacture, construction or material. The guarantee does not hold in case of regular wear and tear and of damage that was caused as a consequence of accidents as well as in the case of changes in the material or construction made by the Client or third parties, negligence or incompetent treatment, as well as in the case the cause of the malfunction cannot be clearly determined.
5. The expenses and risks of transportation to and from the workplace of the Contractor and to the manufacturer are for the account of the Client.
6. Furthermore, the Contractor does not extend any guarantee in relation with the software made available to the Client by the Contractor. The Contractor does neither guarantee explicitly nor implicitly the quality, performance, marketability or suitability of any specific purpose of the software. All software is licensed and sold under the condition wherein it was found on the date of purchase. The risk concerning the quality and the performance of the software lies with the Client. In the event that and in so far as it concerns software obtained by the Contractor from a supplier only the guarantee definitions – in so far as they are available- of the supplier are applicable.
7. In the event and in so far as the Contractor provides for equipment from third parties to the Client, the conditions of the third party concerning that equipment in case such is reported to the Client will be applicable replacing the stipulations deviating from the conditions of the supplier. These conditions are available for inspection by the Client at the Contractor and the Contractor will forward these conditions to the Client on his request. In the event that and insofar as the conditions of the third party as referred to are for whatever reason not considered to be applicable or these conditions are declared out of application in the relationship between Client and Contractor the definitions in these terms of the Articles hold.
8. The activities and the expenses of repair out of the sphere of this guarantee are charged by the Contractor in accordance with the usual rates of the Contractor. These matters concern, among other things, the activities of repair related to the replacement of software in the period of guarantee of the supplier/manufacturer of the software.
9. Dealing with a guarantee application by the supplier/manufacturer is not completely free of charge as concerns expenses of examination and forwarding.
10. Almost all the software manufacturers/suppliers know a restricted guarantee of software.
11. Definitions of guarantee of several manufacturers/suppliers are available for inspection.
12. When a second hand equipment of the Contractor is provided with a guarantee sticker, only then it is a matter of a guarantee period (this period is indicated on the sticker). When the sticker is broken and/or damaged the guarantee period is immediately cancelled.

Article 14 - Liability

1. Notwithstanding the definitions in relation with the guarantee the Contractor explicitly excludes any far reaching liability for all damage, arising from whatever reason, including all direct and indirect damage such as consequential damage and industrial damage, caused among others things by not functioning or not duly functioning of the supplied products, including software and equipment or services related to the use of this equipment, or the temporary impossibility of the use of the equipment, damage as a consequence of the loss of data, files or software, including expenses made to reproduce or to repair such data or programs, subject to the liability for damage caused intentionally or by gross negligence of the Contractor.



2. In the event that or in so far as any liability may be implied on the Contractor, the Contractor shall be liable for an amount exceeding the value of the distributed product that caused direct or indirect damage, or that is directly or indirectly involved in damage, which value will be determined in accordance with the invoice related to the delivered product, provided that the Contractor, in case the damage does not concern directly or indirectly the delivered product, will be liable for direct damage caused intentionally or by gross negligence of the Contractor, provided that the total liability of the Contractor in relation to the matter will never exceed a maximum amount of money ad USD 100 000.00 for each case of damage or connected series of cases.
3. Claim of damages as a result of the abovementioned should be reported to the Contractor within a month after the occurrence of the damage.
4. The Contractor does not consider himself responsible (liable) for respective damage, that is in any way connected to a malfunction related to a date. It does not matter hereby in what place and under whose responsibility such a malfunction has occurred, irrespective of on which date and by whom the concerned computer equipment and/or software is delivered.
5. When applying this clause the following definitions shall hold:
 - a. Installations: installations, machines, equipment, equipment, (computer) systems etc.;
 - b. Industrial processes: all manual, mechanical or computerized processes in or on behalf of the management.
 - c. Interruption of effective functioning or performance: not completely or partially or not completely in accordance with their purpose functioning or performing;
 - d. Mistakes at the recognition of the date: not recognizing, containing, determining, processing or passing through a data, hour or period of time in and/or by any kind of software, hardware, microchip or file, or incorrectly or not inadequately recognizing, containing, determining, processing or passing through a data, hour or period of time in and/or by any kind of software, hardware, microchip or file.
6. The Client indemnifies the Contractor from all liability of third parties due to damage that was caused or that is attached to the equipment, software distributed or licensed by the Contractor.
7. The total liability of the Contractor for damage caused by death or physical injury or for material damage of products will under no circumstances exceed the amount of USD 100 000.00 (one hundred thousand US dollars) for each occurrence in which a series of connected occurrences holds as one occurrence.
8. The liability of the Contractor for indirect damage, including consequential loss, lost profit, lacking savings and damage due to business stagnation is disclaimed.
9. The condition for establishing any right to payment of damage is that the Client each time reports as soon as possible the arising damage to the Contractor.
10. The Client indemnifies the Contractor for all claims of third parties due to product liability as a consequence of a malfunction in a product or system delivered by the Client to a third party and that also consisted of equipment, software or other material delivered by the Contractor, except when and insofar as the Client proves that the damage was caused by that equipment, software or other material.
11. When exporting equipment, components or software by the Client the relevant export definitions apply. The Client will indemnify the Contractor for all claims of third parties in relation with violations of the applicable export definitions attributable to the Client.

Article 15 - Dissolution

1. In the event that the Client does not fulfill or does not timely fulfill or not completely fulfill one or more than one of his payment obligations, the Contractor is without any notice of default and judicial intervention and without being obliged to any payment of damage entitled to dissolve the concerned agreement or to postpone the delivery with immediate entrance by means of a written communication, notwithstanding the right of the Contractor to claim complete payment of damage.



2. The Contractor may, in addition to the other rights entitled to him, dissolve the agreement with the Client at all times without notice of default and judicial intervention and without liability for damage towards the Client by means of a written communication to the client, when the Client is not able to fulfill his due and payable debts, or when he does not pay his due and payable debts, or when he becomes insolvent, enters into a private arrangement with his creditors or enters into a private arrangement in a meeting of his creditors or convenes a meeting of his creditors, a decision is made during a meeting of shareholders of the client to cancel or to wind up the Client's business, a curator or administrator or a person with such an assignment is appointed for the Client's assets or property or a share from the property, or the Client takes or undergoes such measures due to debts, when by the Client or by a third party is filed for bankruptcy or when suspension of payment is extended to him, in case the Client interrupts his business or in case due to substantial debts of the Client, his property was seized and this seizure has been maintained for at least a month.

Article 16 - Telecommunication

1. In the event that during the computer service telecommunication facilities are used, the Client is responsible for the exact choice and the timely availability of them. The Contractor is not responsible for transmission errors not allocated to him.
2. When processing data by using telecommunication facilities the Contractor will give access codes or identification codes to the Client. The Client will deal with the access codes in a confidential manner and make them only knowable to the competent personnel.

Article 17 - Security And Privacy

1. The Client guarantees that all legal definitions concerning the data to be processed are strictly considered and will be strictly observed and that all prescribed announcements are carried out. The Client will immediately extend in writing to the Contractor all information requested in relation to the matter. The Contractor will take care of adequate security of the registrations of persons in accordance with the technique.
2. The Client indemnifies the Contractor from all claims of third parties that could have been established towards the Contractor due to violation of the Law on registration of persons and/or legal terms of storage.

Article 18 - Confidential information and clause of non-acquisition

1. Each one of the parties guarantees that all information received from the other party previous to and after the entering into the agreement will remain confidential. Information shall in any case be considered as confidential in case this information is indicated as such by one of the parties.
2. Each one of the parties will, during the duration period of the agreement as well as one year after termination of the agreement, only when good concise deliberation with the other party has taken place, take on employees or have them otherwise directly or indirectly employed.
3. In the event that abovementioned restraining order is violated, the Client forfeits Infotrans Distribution B.V. an immediate claimable fine of USD 10 000.00 for each week or part of the week that the violation continues, apart from an amount of USD 200 000.00 for compensation of the losses and expenses to be sustained.

Article 19 - Applicable rights and disputes

1. The general terms and all transactions and agreements between the Contractor and the Client are exclusively ruled by the law of Suriname.



2. In the event that disputes resulting from these regulations pertain to the authority of the Court of first instance of Suriname, the Court of first instance of Suriname in Paramaribo will be authorized.
3. The disputes which may occur between the Contractor and the client as a result of an agreement entered into between the Contractor and the Client or as a result of other agreements arising from that agreement will be settled by the competent Surinamese judge. The statements in relation to the matter are also applicable in case the Client is residing in the exterior and would appoint a foreign judge as authorized. The Contractor maintains the right to settle a dispute with a foreign Client by the foreign competent judge.