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About the Document

GENERAL CONDITIONS COVERING THE RENDERING OF SERVICES AND THE SUPPLY OF SOFTWARE BY ADVANCED ENCRYPTION TECHNOLOGY EUROPE BV, DEPOSITED WITH THE CENTRAL GELDERLAND CHAMBER OF COMMERCE AND INDUSTRY IN ARNHEM UNDER NUMBER 09114089.

1 General

- 1.1 These conditions are applicable to all contracts entered into with us for the sale of goods, the rendering of services and other contracts relating to our software (packages), whether supplied, already developed or yet to be developed, with the exception of those items which by virtue of their use, are covered exclusively by one in particular of both types of contract. The term rendering of services includes, amongst other things, giving courses, advising, formulating specifications, application research, design and/or development of software as well as making software available and the maintenance of these where necessary. Included under the sale of goods is, amongst other things, the (on-)sale of computer apparatus to the client.
- 1.2 Departure from agreed terms is permissible when and in so far as we have notified and/or confirmed in writing.
- 1.3 The client is our contract party and/or the party that has commissioned us to supply products or render services.
- 1.4 Rights and obligations ensuing from contracts concluded with us may not be transferred to third parties other than with our agreement.
- 1.5 We reserve the right to make changes to these conditions in the interim. We shall inform the client of any such change(s) as quickly as possible.

2 Offers

- 2.1 Unless otherwise declared, our offers are without engagement.
- 2.2 We retain explicitly all title (copyright or otherwise) to the documentation provided by us with any possible offer. This material shall not be made available to third parties without our written permission. It may only be used in connection with the order to which it refers.

3 Contract

- 3.1 A contract can be concluded only after we have confirmed it in writing, unless another procedure between parties is unambiguously accepted in advance.
- 3.2 A contract to be effected by means of electronic communication will be considered to be legally concluded only when the client has followed the method prescribed by us for the transaction in question and the thus electronically mailed order has actually reached us.
- 3.3 Parties agree that information received in connection with (the concluding of) a contract shall remain confidential. In any case, but not limited hereto, information is confidential when one of the parties defines it as such.

4 Orders for the rendering of services

- 4.1 We shall execute with care each contract for the rendering of services.
If we supply our self developed standard software or develop tailored software commissioned by the client, we shall during a period of 3 months after acceptance of the program by the client rectify any possible reproducible faults to the best of our ability, this all taking into account the content of 9 below. Faults in standard software are limited only to deviations from the functional specifications advised in writing, and in tailor-made software to deviations from the written specifically agreed functional specifications. In cases where we have contracted on a cost-related basis, rectification will not be free of charge but will be invoiced on the basis of our standard tariff unless specifically agreed otherwise.
- 4.2 If a contract for the rendering of services is entered into on the basis that it shall be executed by a specific person, we retain the right to substitute this person by another with equivalent qualifications.

- 4.3 If so agreed, the rendering of services shall take place in steps/phases. In such cases we are entitled to suspend our operations until the client has specifically approved the results of the previous step/phase.
- 4.4 If the contract for the provision of services entails the development of software for our client, responsibility for the correctness, completeness and consistency of the information provided to us for this purpose rests with the client.
- 4.5 Our client shall be deemed to have accepted the software, in the event that:
- a. no test of acceptance has been agreed between parties: on delivery, or in cases where there is written agreement that installation shall be carried out by the supplier, on completion of such installation, or that:
 - b. parties have agreed in writing to a test of acceptance, on the first day following the test period, or that:
 - c. before the time of acceptance, the client makes use of the software for productive, operational or commercial purposes.
- 4.6 In no case may acceptance be withheld if faults established do not materially prevent operational or productive use of the software.

5 Prices: sale of goods and rendering of services

- 5.1 General
- 5.1.1 Unless otherwise stipulated, our prices are exclusive of VAT and of other costs levied on the contract such as duties, taxes and other tariffs. Prices are quoted in Netherlands guilders or Euros, unless otherwise agreed in writing.
- 5.1.2 We reserve the right to change prices and/or tariffs. The client shall be notified of changes as quickly as possible.
- 5.1.3 The prices quoted in our offers are based on execution during normal working hours. If due to circumstances not attributable to us work has to be carried out outside of normal working hours, the resulting additional costs shall be for account of the client, unless execution outside normal working hours is taken into account in the order confirmation.
- 5.1.4 All extra costs related to carrying out the order as a rush order, including the costs of registered post, cash on delivery, and express mailings and of couriers, are for account of the client.
- 5.2 Sale
- Unless otherwise advised, our prices are ex-works, store or other warehouse.
- 5.3 Rendering of services
- 5.3.1 Price quotations and prices charged are:
- a. based on a cost-related basis, in which case the provisions of clause 5.3.2 apply; or
 - b. a fixed sum stated in the offer or order confirmation.
- 5.3.2 When an order is carried out on a cost-related basis, we charge on the basis of time spent on the order at the agreed rate, plus all costs incurred by us in the execution of the order.
- 5.3.3 The time we spend on the order shall be evidenced by a time register maintained by our staff and from which the client shall be provided with a specification on request. The aforementioned time register is binding on both parties. We shall invoice according to this register.
- 5.3.4 A budgeted amount in an offer is not binding on parties. If the amount calculated in accordance with clause 5.3.2. seems likely to exceed the aforementioned budget by 20% or more, we shall inform the client of this as quickly as possible.
- 5.3.5 If a fixed price has been agreed, we reserve the right to submit to the client a claim calculated on the cost-related basis at clause 5.3.2. for (additional) work, unforeseen or not included in the agreement, in the event that this work has become necessary as a result of circumstances which in all fairness come for account of the client.

6 Payment, invoicing

- 6.1 Payment is to be made to the company, at a bank account to be notified by us, within 30 days of invoice date, unless otherwise advised in the order confirmation or on the invoice, without any deduction or contra adjustment.
- 6.2 We are entitled to issue our invoice after execution of the complete contract, or after part-execution thereof. Unless otherwise agreed in writing, automization projects (in the widest sense of the words) will be invoiced as follows: 1/3 on execution of the contract, 1/3 on first delivery, 1/3 on acceptance by the client, but in any case within 90 days of completion.
- 6.3 The client is in default after elapse of the payment period, notification to this effect not being necessary.
- 6.4 Without prejudice to other rights accruing to us, in case of default the client becomes liable for interest at the rate of 1% per month or part thereof to be calculated from the date on which the client came in default.
- 6.5 All extra judicial and judicial costs incurred by us in the event that we become involved in any way in a legal procedure against the client, either as claimant or defendant, are for account of the client if judgment is given in our favour: extra judicial collection charges to be fixed according to the collection tariffs of the Nederlandse Orde van Advocaten (Netherlands Order of Barristers), the judicial collection costs to be those actually incurred by us in connection with the proceedings, including also the costs for engagement of experts, even when these exceed the amount fixed by the court.

7 Commencement/delivery/execution periods

- 7.1 All agreed commencement, delivery or execution of work periods are indicative.
- 7.2 Time schedules in which we have to complete the contracted performance(s) are in each case, but not solely, extended automatically by the time in which:
- there is delay in production and/or of other circumstances which could disrupt our performance temporarily, in which case we shall inform the client accordingly as quickly as possible;
 - the client in one way or more fails in his duties to us, or there are reasonable grounds to fear that the client will fail in his obligations to us, or neglects to give us correctly, completely and timely the necessary cooperation and/or information that we may reasonably require;
 - the client fails to afford us the possibility to carry out the performance contracted with him.

8 Retention of title

- 8.1 Delivery is effected under retention of title. This retention of title applies in connection with debts for payment for all supplies delivered or to be delivered by us to the client and/or in connection with the performance of the contracted and completed work, as well as in the case of debts relating to failures of the client in the fulfilment of these contracts.
- 8.2 We are empowered to take back delivered products that, under the terms of the previous clause, remain our property. As far as is necessary we will be considered as irrevocably authorized by the client to collect (have collected) the products in question, wherever situated.

9 Guarantees

- 9.1 In the event that materials, apparatus or other products and/or software have been obtained by us from a pre-supplier, the guarantee conditions of that supplier are those solely applicable. Further, our liability is limited to that which the supplier pays out to us. In addition, we are under no obligation to provide any guarantee at all in respect of these products.

- 9.2 We specifically refrain from guaranteeing that software made available by us will work without disruption or faultlessly. With regard to hardware obtained by us from third parties, we can guarantee correct operation of this (in certain circumstances) only in so far as it concerns hardware configurations released by the supplier.
- 9.3 Usage errors by the client, or faults that arise from causes not attributable to us, or faults that could have been determined by a possible acceptance test are not covered by the guarantee.
- 9.4 Similarly, recovery of information possibly lost as a result of any fault in the software is not covered by the guarantee.
- 9.5 Our guarantee obligations lapse in the event that the client, or a third party, corrects faults or effects changes to the software without our written permission.
- 9.6 The software, products or services are supplied without any warranty as to their suitability for the purposes of the client. The client is responsible for the choice and the application in its organization of the software, products or services.
- 9.7 In respect of defects attributable to the Millennium problem (whereunder is understood for example: malfunction of the product at a certain date, or in the processing of information relating to a certain date, which in time is post 31-12-99) in a product emanating from a pre-supplier and delivered by us subsequent to 1 January 1997, we guarantee that these will be remedied without cost if and to the extent that they are remedied by the pre-supplier of the (relevant part of) the product.

10 Articles made available

- 10.1 Production aids such as (but not exclusively) designs, information carriers and software made available by us remain our property and not that of the client, unless specifically agreed otherwise. We remain free to dispose of these articles as we think fit.
- 10.2 Production aids placed at our disposal by the client will be handled by us with due care: nevertheless these articles remain at the client's risk.

11 Control by the client: complaints

- 11.1 Complaints by the client concerning our invoicing and the manner in which we fulfil our obligations must be notified to us within 8 working days of discovery, failing which the client has no right of redress against us in respect of these. This applies too when we take action on a complaint out of courtesy and without obligation.
- 11.2 In case of a justified complaint, we may proceed at our choice either to renewed delivery and/or service rendering or to payment of damages, in the latter case it being understood that we have no liability whatsoever for indirect damage and are not bound to payment of greater compensation than that pursuant to the following.

12 Liability

- 12.1 Our liability on the basis of attributable shortcomings in the execution of any contract is restricted to compensation for the direct damage. In the event that and in so far as the contract is a long term contract, in no case shall the liability exceed the price (excluding VAT) stipulated in the contract in question for our performance in a period of two months prior to the default. The maximum liability is subject to deduction of amounts possibly already credited by us and further to the extent that the damage is covered by our liability insurance company.
- 12.2 Only in cases where we have received immediate notification of default, with substantiation and full details, shall we be liable for accountable shortcomings. This notification must also allow us the opportunity still to comply with obligations within a reasonable period of time.
- 12.3 We accept no liability for indirect damage, including consequential damage and loss of profits.
- 12.4 We are under no circumstances liable for damages resulting from software/apparatus made available by the client.

- 12.5 The foregoing liability exclusions are not applicable in cases where the damage is incurred as a result of intentional errors or gross negligence on the part of our directors and/or managers.
- 12.6 If irrevocably deemed by law that the self-developed software or related materials infringe on the intellectual ownership rights of any third party, or if in our opinion a reasonable chance exists that such an infringement could occur, in our choice we shall either take back the item in question and credit the acquisition cost under deduction of a reasonable sum in recompense for usage, or ensure that the client can continue to use the software supplied (or an equivalent alternative) without disruption. We accept no liability other than or exceeding the aforementioned, nor any obligation of indemnification on our part with regard to an infringement of any intellectual ownership rights.
- 12.7 In the event that any inter-operability and/or support to be supplied by us is impossible as a result of circumstances attributable to our client (for example because (source) codes and/or licences and manuals cannot be provided by our client) we are in no way responsible for resultant damage, except under circumstances detailed in 12.5 hereof. Whether there is a question of impossibility is for us to judge.

13 Non-fulfilment

In the event that the client falls short in the performance of any obligations to us, or, in the event that he becomes defunct, applies for suspension of payments or gives notification of declaration of bankruptcy; in the event that his bankruptcy is applied for or his company ceases operations or is liquidated or is partly or fully taken over; in the event of attachment of any part of his assets, in the event that an unofficial agreement is proposed or in the event that an announcement of inability to pay has to be made in accordance with the relevant provisions of the 'Coördinatiewet Sociale Verzekeringen' (Social Security Coordination Act), this constitutes sufficient basis on which we may, in our choice, suspend the contract or, by means of an extrajudicial declaration, nullify the contract, without prejudice to other rights accruing to us.

In such cases, all debts due from the client are immediately claimable in full, without that we are beholden for compensation or guarantee.

In all cases too where the client should seriously take account of the possibility that he may not be able to fulfil his obligations to us, he must inform us of this immediately. In the event that he does not, this is sufficient reason for the measures detailed above.

14 Surety

During the period of the contract we are entitled to require surety for the payments. If this is not forthcoming to our satisfaction, we are entitled to suspend work until surety is provided within a period notified to the client in writing. If the client does not provide the required surety within the allotted time, we are entitled to cancel that part of the contract not already executed, by simple announcement without judicial intervention. In such case, the whole amount (that has still to be invoiced and/or could have been invoiced had we been able to complete the contract), surcharged with an immediately payable penalty of 15% thereof, shall become due, without prejudice to our rights of compliance and/or further compensation as may be indebted.

15 Force Majeure

- 15.1 Force majeure, to be understood as each and every circumstance beyond our will and control, whether or not foreseeable when the contract was entered into, as a result of which compliance cannot reasonably be expected of us, entitles us to suspend our obligations.
Force majeure includes amongst other things manufacturing or transportation interruptions of whatever kind, strikes, lockouts or absence of staff, shortcomings of third parties engaged by us in connection with the execution of the contract, as well as all hindrances caused by government measures. The foregoing applies too to our suppliers or to an expert engaged by us.
- 15.2 In the event of a force majeure situation occurring on our side, we shall notify the client of this as quickly as possible and inform him whether performance of the contract remains possible, and if so on what time schedule.
- 15.3 In the event that execution of the contract is not likely to remain impossible, but can nevertheless not be carried out within three months, we are entitled to nullify the contract by written announcement to the customer. In such a case the customer has no right to compensation. The client remains liable to make payment for that part of the contract already executed.

16 Intellectual Ownership Rights

- 16.1 All entitlements to intellectual ownership rights on programs/software, equipment or whatsoever in process of development, developed or made available in accordance with the contract, as well as any material used in the preparation thereof, remain entirely with us or with our licensors. The client receives non-exclusive right of use of the software, unless specifically agreed otherwise.
- 16.2 Client indemnifies us, in the widest sense of the words, against claims from third parties (infringements on rights of third parties) relating to hardware and software not supplied by us but which is necessary for us to utilize in the performance of our agreement with client.
- 16.3 The client's right of use is not transferable and may in no case or in any way be placed at the disposal of third parties, unless we give express permission therefor.
- 16.4 The client is in no way authorized to make alterations to the software, other than to remedy errors. The source code of the program and the technical documentation produced during the development of the software will not be made available to the customer, unless specifically agreed otherwise.
- 16.5 At the end of the contract, all software will be returned to us, and/or uninstalled, unless expressly agreed otherwise.

17 Personnel

Neither the client nor persons or companies associated with him may, during the period of performance of the contract and within one year from the termination thereof, engage any of our personnel nor negotiate with such personnel for purposes of taking up employment, other than after our written permission.

18 Partial nullity

In the event that one or more of the provisions contained in the contract is found to be illegal or not completely legal, the remaining provisions remain in full force. To replace the possibly invalid provisions, a suitable arrangement will be put into force to meet as closely as possible in a judicially effective manner the intentions of parties and the economic result strived for.

19 Place of compliance, applicable law, differences, adjudicating judge

- 19.1 The place at which the client must comply with his obligations to us is our registered office.
- 19.2 The law of the Netherlands governs all of our contracts.
- 19.3 All differences which exist between parties concerning the contract in question, or further contracts which may result therefrom, shall be settled by means of arbitration in accordance with the arbitrage regulations of the "Stichting Geschillenoplossing Automatisering" (Automatization Differences Mediation Trust) in Wassenaar, as it is applicable at the date of signing this contract, alternatively such of the other regulations of the Trust as parties may agree to.