

AVANADE'S GENERAL TERMS and CONDITIONS of PURCHASE

1. Applicability

- 1.1 These General Terms and Conditions shall apply to all requests, quotations, orders, agreements and any addition to these agreements for the provision of products and/or services ("Deliverables") by the Supplier for and/or on behalf of Avana.de. Avana.de shall mean Avana.de B.V. and/or any legal entity and the subsidiaries it owns by more than 50 percent of the outstanding shares ("Affiliate") hereinafter, ("Avana.de").
- 1.2 General Terms and conditions of the Supplier will not apply, not even in addition of these General Terms and Conditions of Purchase, any applicability is expressly excluded unless otherwise expressly agreed beforehand in writing.

2. Order/ Agreement

- 2.1 An Agreement is achieved after a signed written contract and/or Purchase Order is received by Supplier. (the "Agreement")
- 2.2 Changes upon the original Agreement are only valid after expressly written acceptance of Avana.de and Supplier. The acceptance of Deliverables or payments by Avana.de will not imply recognition of any irregularity.
- 2.3 The prices are set fees excl. VAT and are firm and non-revisable with the exception of potential reductions for "manufacturer" prices to which Avana.de is entitled. The prices include all supplies, accessories, services, warranties and assignment of rights.
- 2.4 Nothing shall prevent Avana.de from procuring deliverables which are the same as / or similar to the Deliverables as purchased from Supplier, from any third party.

3. Performance/ Warranties

- 3.1 The Deliverables, including their packaging, shall conform in all respects with the specifications, other requirements stated in the Agreement, and any additional instructions specified by Avana.de.
- 3.2 In respect of the Deliverables, Supplier warrants and undertakes that The Deliverables (a) shall be performed in accordance with best industry standards; (b) have the necessary skill, experience and expertise to provide the Deliverables pursuant to the Agreement; (c) shall direct Supplier's personnel to comply with Avana.de's health, safety, and security instructions, when at Avana.de's premises; (d) it is knowledgeable and will remain in full compliance with all applicable laws, regulations to which it is or becomes subject including export and import laws, regulations and policies and making all filings and registrations with appropriate governmental bodies and authorizations required to provide the Deliverables; (e) are new and do not contain used or reconditioned parts unless Avana.de agrees otherwise in writing.
- 3.3 Application of the legal warranty regarding hidden faults and defects, the Supplier must correct as soon as possible any anomalies in operations and/or performance of the Deliverables for a period of one year from the date of final receipt or after taking into usage.

4. Delivery

- 4.1 Prices shall be based on "Delivery Duty Paid" (DDP) at the location specified by Avana.de in accordance with the Incoterms 2000, including all costs of packaging.
- 4.2 Delivery shall be executed on the agreed delivery date and location. Delivery date is fixed; Supplier is in default without official notice. Delivery is supplied by a delivery note provided by the Supplier indicating, order number and the description of the Deliverables. In the case of non-compliance or anomaly, Avana.de may either refuse delivery or receipt.
- 4.3 If the Deliverables do not comply with the warranties, specifications and requirements of the Agreement, Avana.de will be entitled to:
 - require, at its discretion, that the Deliverables delivered be repaired or replaced or that missing component be supplied within a reasonable term to be set by Avana.de, without prejudice to its other rights by law or by virtue of these General Terms and Conditions.
 - return these Deliverables at expenses of the Supplier or to keep them in its custody until the Supplier has given further instructions how to deal with these Deliverables. Any costs incurred by Avana.de in this respect shall be for the Supplier's account. Avana.de shall in no event be responsible for keeping the Deliverables in good conditions.
- 4.4 The right of property is transferred upon written receipt from Avana.de of the Deliverable and if applicable after written prove of proper installation.
- 4.5 All deliverables must include user and guidance documents in compliance with the regulations.

5. Financial Conditions and Invoicing

- 5.1 Invoices are addressed to the invoicing department of the legal entity that placed the Purchase Order.
- 5.2 Invoice contains at a minimum the order number, the description of the Deliverables, the unit price.
- 5.3 Avana.de is entitled to postpone and/or reckon up the payment in case of shortcoming of any obligation from the Agreement.
- 5.4 Payments terms are 30 days net after receipt of Supplier's valid invoice. Payment of the invoice will not be deemed acceptance of Deliverable's.

6. Intellectual Property Rights

- 6.1 Supplier warrants that Avana.de can freely and without restraint use the Deliverables and grant Avana.de all rights and licenses necessary for Avana.de to use, transfer, pass through, and sell the products or services specified in the Agreement and to exercise the rights granted under this Agreement.
- 6.2 Supplier agrees to defend, hold harmless and indemnify Avana.de from any claim that Supplier's product or service infringes any intellectual property right of a third party or any claim arising from the failure of Supplier to comply with its warranties and or any obligation under the Agreement.
- 6.3 All authors have waived their rights to the products and services to associate with them as authors.

7. Liability and Indemnification

- 7.1 Supplier is liable for all damage that arises by fulfilling any obligation from the Agreement.
- 7.2 Supplier shall indemnify Avana.de against each loss, liability, cost damage and expense incurred as a result of a breach by the Supplier of the Agreement.
- 7.3 To the extent permitted by local law in no event will Avana.de be liable for any damages, lost revenues, lost profits, incidental, indirect or consequential damages.
- 7.4 The Supplier will and must remain insured for any financial consequence or civil or contractual liability under the Agreement.
- 7.5 Whenever any sum of money is recoverable from, or payable by the Supplier, to Avana.de as a result of the operation of the Agreement or any breach by Supplier of the same, such sum may be deducted by Avana.de from any sum then due or which at any time thereafter may become due to Supplier under any other future Agreement with Avana.de with Supplier.

8. Cancellation/Termination

- 8.1 Unabated any further deserved rights of Avana.de, Avana.de may terminate the Agreement immediately upon written notification, where: (a) Supplier commits a breach of the Agreement, which has not been remedied within thirty (30) days of receipt of written notification of such breach; or (b) Supplier is unable to pay its debts in Avana.de's reasonable opinion; or (c) there is a change or control of ownership of Supplier, which Avana.de considers to be adverse to Avana.de's interests.
- 8.2 In case of cancellation or termination the 'Supplier' will take full responsibility for already delivered Deliverables. These will be readily available on Avana.de premises and need to be taken care of by the Supplier.

9. Force majeure

- 9.1 Force majeure means the non attributable failure of either party to properly fulfil its obligations. At any rate, failures will be attributed to the Supplier if they are caused by transport problems, illness of personnel, strikes and stagnation in the Supplier's business or in the business of any of its suppliers. Force majeure situations shall be communicated immediately by the affected party. Avana.de is entitled to terminate the agreement at no further costs in the event the force majeure extends or is likely to extend beyond thirty (30) days.

10. Confidentiality and Publicity

- 10.1 Supplier shall keep the existence, nature and the content of the Agreement, personal data, as well as any additional business information confidential and not make any reference to the Agreement, its terms, business information, or use Avana.de's name, or logo in any public announcements, promotions or any other communication without Avana.de's prior written consent.
- 10.2 Supplier may use any Confidential Information for the purpose of providing the Deliverables
- 10.3 Upon completion or termination of the Deliverables or request, Supplier shall, within 14 days, deliver to Avana.de all confidential information, and all copies thereof, and destroy or erase any confidential information contained in any materials and documentation prepared by or on behalf of Avana.de.

11. Personal data protection and privacy

- 11.1 Supplier shall process personal data solely for the purposes of the Agreement and may not use or process the personal data in any other way as determined by Avana.de and made known to Supplier.
- 11.2 The Parties shall comply with their obligations under the Dutch Data Protection Act (Wet Bescherming Persoonsgegevens) and any other applicable data privacy laws and regulations in connection with the Agreement.
- 11.3 As defined in the Dutch Data Protection Act, if personal data of Avana.de's employees are collected, Avana.de shall be the data controller (Verantwoordelijke); Supplier shall in all circumstances be the data processor (Bewerker).
- 11.4 Parties shall be responsible for the protection of the personal data and the personal privacy of the persons concerned and implement and maintain appropriate technical and organizational measures to protect against loss or any other unlawful form of processing, without prejudice to the provisions laid down under or pursuant to the Dutch legislation with respect to the protection of personal data and the personal privacy. These measures guarantee, taken into account the state of technology and the costs of execution, an appropriate protection level considering the risks that the processing and the nature of the data to be protected carry with them and prevent unnecessary collection and further processing of personal data.
- 11.5 Supplier shall notify Avana.de immediately in the event of any breach or suspected breach of the security of personal data that constitutes or is reasonably likely to constitute an unauthorized acquisition of such data, and cooperate with Avana.de and/or Avana.de's client(s) in any post-breach investigation or remediation efforts.
- 11.6 Supplier shall fully cooperate with Avana.de's requests for access to, correction or destruction of personal data in the possession of Supplier and will demonstrate on request the Supplier's compliance with these provisions and the data security requirements of the Data Privacy Laws.

12. Assignment and Subcontracting

- 12.1 Supplier is engaged as independent contractor. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership or employment relation.
- 12.2 Supplier may not assign or transfer the Agreement or its rights or obligations without Avana.de's prior written consent.
- 12.3 Avana.de's rights, benefits and/or obligations under the Agreement may be assigned or notated (as appropriate) to any other member of the Avana.de Group and or Avana.de Affiliates.

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13. Non-Solicitation

13.1 Supplier shall not at any time during the term of the Agreement and for a period of six months thereafter, without AvanaDe's prior written consent,; directly or indirectly canvass or solicit for itself or any third party the services of any AvanaDe Personnel; or solicit or encourage AvanaDe Personnel to leave his/her employment or engagement with AvanaDe, or recommend any AvanaDe Personnel to anyone that might result in an approach to AvanaDe Personnel to leave his/her employment or engagement with AvanaDe.

14. Environmental and Human rights, compliance with laws

14.1 AvanaDe is committed to conducting its business free from unlawful, unethical or fraudulent activity. Supplier is expected to act in a manner consistent with the ethical and professional standards of AvanaDe as described in the AvanaDe Code of Business Ethics, including prompt reporting of unlawful, fraudulent or unethical conduct. A copy of the AvanaDe Code of Business Ethics can be found at <http://www.avanade.com/pdf/AvanaDe%20Code%20of%20Business%20Ethics%20-%20October%202009.pdf>

14.2 AvanaDe has established reporting mechanisms and prohibits retaliation or other adverse action for reporting violations of these standards. To report a serious concern, please call the AvanaDe business Ethics Line at + 31800-023-5318, available 24 hours a day, seven days a week (you can reverse the charges) or visit the encrypted website at <https://www.financial-integrity.com/avanadebusinessseuline.jsp> You should use the Ethics line only to make a good faith claim. AvanaDe takes all allegations seriously.

14.3 The Supplier agrees that the Supplier will, on a continuing basis, assess the environmental impact of the Supplier's own business operations, and of AvanaDe's consumption of the Supplier's Services, and advise AvanaDe how such impact may be reduced to give effect to the intent of the environment friendly strategy.

14.4 Compliance with Laws. Supplier warrants that it is in compliance with all applicable federal, state and local laws, regulations and standards, including but not limited to, those relating to the design, manufacture, testing, labeling, sale and transportation of the Products, and provision of the Services. Company and its employees shall comply at all times with all applicable laws and regulations of any jurisdiction in which Company acts, including without limitation the U.S. Foreign Corrupt Practices Act ("FCPA") and all other ant bribery laws.

15. Governing Law and Competent Court

15.1 The Agreement and any dispute or matter arising under it shall be governed by the laws of The Netherlands and the parties submit to the exclusive jurisdiction of the Dutch courts in Amsterdam.

15.2 The United Nations convention on contracts for the international sale of goods does not apply.

16. General

16.1 No delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement shall operate as a waiver of them.

16.2 If any part of the Agreement is found by the competent court to be invalid, unlawful or unenforceable then such part will be severed from the remainder of the Agreement which will continue to be valid and enforceable to the full extent permitted by law.

16.3 Any amendment or modification in respect to the agreement will be done in writing and signed by both parties.