

CLEAR CINCOM BV: GENERAL TERMS AND CONDITIONS

Article 1 – Definitions

The following definitions shall apply for the purposes of these general terms and conditions:

- Clear CinCom is the private company with limited liability, Clear CinCom BV, which has its registered office at Kantoorgracht 74B in Delft, the Netherlands;
- the customer is a natural person or legal entity that has entered into an agreement for the supply of goods or provision of services by Clear CinCom;
- an agreement is deemed to refer to any agreement which is entered into by Clear CinCom and the customer in relation to the supply of goods or provision of services by the latter;
- fee is deemed to refer to the fee for the provision of services or the supply of goods.

Article 2 – General

- 2.1 These general terms and conditions shall apply to agreements, offers and negotiations pertaining to services that are to be provided or goods which are to be supplied by Clear CinCom. Furthermore, these general terms and conditions shall apply to all agreements entered into with Clear CinCom for the purposes of whose execution any other party needs to be involved
- 2.2 There shall be no need to commit an agreement to writing in order to conclude it or prove its existence. Should Clear CinCom record or confirm an agreement in writing, for example, by means of a confirmation of order, such written record shall constitute comprehensive mandatory evidence vis-à-vis the parties except where there is evidence to the contrary.
- 2.3 Under no circumstances shall it be possible to bind Clear CinCom by means of any action and/or verbal agreement on the part of a person who is not authorised to represent it, unless such an agreement is confirmed in writing by Clear CinCom through a person authorised to do so.
- 2.4 The nullity or nullification of one or more provisions of these terms and conditions shall not affect the validity of the remaining provisions. In such a case Clear CinCom and the customer shall enter into consultation with each other to replace any null or nullified provisions of these terms and conditions with provisions which correspond as closely as possible with the purpose and purport of those null or nullified provisions.
- 2.5 Under no circumstances shall the customer's general terms and conditions govern any agreement entered into with Clear CinCom. The customer's general terms and conditions shall only apply if it is explicitly agreed in writing that they shall govern the agreement concerned to the exclusion of these terms and conditions. In such a case any conflicting provisions still constituting part of the customer's general terms and conditions shall only apply to the parties, if and in so far as they are part of the terms and conditions of Clear CinCom.
- 2.6 Clear CinCom shall be entitled to amend these general terms and conditions unilaterally and shall give the customer timely notice of this in each case

Article 3 – Offers, quotations and the conclusion of an agreement

- 3.1 Any verbal or written offer made by Clear CinCom shall be free of obligation. Such an offer shall even be free of obligation, if it stipulates a fixed deadline for its acceptance, unless Clear CinCom explicitly states in that offer in addition to mentioning a fixed term for its acceptance, that it is irrevocable. Should there be no mention of such a deadline in the case of a written offer, Clear CinCom may deem such offer to have lapsed following the expiry of four (4) weeks after the date of the offer concerned, and no further notice shall be required from Clear CinCom for this purpose.
- 3.2 Unless explicitly agreed otherwise, any delivery time mentioned in a quotation provided by Clear CinCom shall be indicative and shall not confer on the customer a right to cancellation or compensation in the event of a failure to comply with it.
- 3.3 An agreement shall only be concluded, if notice of the acceptance of the offer concerned reaches Clear CinCom within a period of four (4) weeks or a start has been made on fulfilling the order in question. The dispatch of such acceptance within four (4) weeks shall not suffice for the purposes of concluding an agreement.
- 3.4 Any notice of acceptance, be it in the form of a confirmation of order on the part of the customer or not, which contains any material additions, limitations or other changes to the relevant offer, shall be deemed to constitute a new offer and a rejection of the original.
- 3.5 The material additions, limitations or other changes referred to in Clause 3.5 shall be deemed to refer to any additional, limiting or otherwise different terms and conditions concerning, amongst other things, the fee, payment, period within which Clear CinCom is required to provide a service or supply goods, the extent of liability on the part of either of the two parties, and of the manner in which disputes are to be adjudicated.
- 3.6 Any notice of acceptance, be it in the form of a confirmation of order or not, which does not contain any material addition to or deviation from the offer concerned, shall cause an agreement to come into effect, unless Clear CinCom gives immediate notice of its objection to any discrepancies.

Article 4 – Execution of an agreement

- 4.1 The nature and scope of an agreement entered into with Clear CinCom shall first be determined by the description of the work concerned in the offer that has been accepted, including any changes which Clear CinCom and the customer subsequently agree to in writing. The offer shall describe the results of the work to be performed by Clear CinCom: written recommendations, test reports or plans, design documentation, an analysis of software, network parameter settings, goods to be supplied and so forth.
- 4.2 In the event that the agreed work consists in conducting research or analysis, or providing advice, Clear CinCom shall only have a duty of care (and not a performance obligation) pursuant to the relevant agreement. Clear CinCom shall strive to achieve a usable outcome for the customer when performing any agreed work.
- 4.3 In the event that the agreed work consists in the supply of goods, Clear CinCom shall have a performance obligation.
- 4.4 Clear CinCom's work shall explicitly not consist in conducting an investigation into the existence of intellectual property rights belonging to other parties or the potential for patenting the outcome of work to be performed by it.
- 4.5 Clear CinCom shall perform its work by the deadline agreed to by the parties. Under no circumstances shall such a deadline constitute a material provision, with the result that a mere failure on the part of Clear CinCom to meet this deadline shall not mean that it is in default. Should it become apparent while performing any work that the relevant deadline is not feasible, Clear CinCom shall notify the customer accordingly as soon as possible but by no later than five (5) working days prior to the deadline. Clear CinCom and the customer shall then decide on a new deadline in consultation with each other. Clear CinCom shall not accept liability for any loss which the customer suffers as a result of its failure to meet a deadline, except in the case of any deliberate act or omission, or conscious neglect on the part of Clear CinCom.
- 4.6 Clear CinCom shall be responsible for ensuring that any goods supplied comply with any technical requirements stipulated in Dutch legislation and regulations. In the event that any goods supplied are to be used outside the Netherlands, the customer shall be required to stipulate this in writing along with a specification of any special technical requirements before the relevant agreement is concluded. The customer shall indemnify Clear CinCom against any claim made by some other party in connection with a failure to provide such a specification or the provision of an inaccurate one.
- 4.7 The customer shall ensure the timely provision to Clear CinCom of any information which the latter indicates is required or which the customer may reasonably be expected to understand it is necessary for the purposes of executing the relevant agreement. In the event that this information is not provided to Clear CinCom on time, the latter shall be entitled to suspend execution of the agreement concerned and/or to charge the customer for any additional expenses incurred as a result of the delay based on the normal rates. Clear CinCom shall not be liable for loss of any nature whatsoever suffered as a result of Clear CinCom basing its actions on inaccurate and/or incomplete information supplied by the customer, unless Clear CinCom could be expected to be aware of such inaccuracy or incompleteness.

- 4.8 If and in so far as is required to ensure the proper execution of an agreement, Clear CinCom shall be entitled to cause specific work to be performed by some other party. In the event that work is performed by some other party whose services Clear CinCom has engaged for the purposes of an order at a location belonging to or designated by the customer, the latter shall ensure the availability of facilities that are reasonably required by the staff concerned free of charge.
- 4.9 Clear CinCom reserves the right to charge the customer for any work it performs, provided that this work is in the customer's interests and/or is necessary to ensure the proper fulfilment of the order placed by the customer. The latter shall be informed as soon as possible of the need to perform such additional work. Clear CinCom shall consult the customer before it starts to perform such additional work. Should Clear CinCom perform any work at the request or with the prior consent of the customer which falls outside the scope of and/or what is stipulated in the relevant agreement, the customer shall be liable to pay an additional fee to Clear CinCom which is determined by the latter on the basis of the rates it charges. Clear CinCom shall not have a duty to perform any work which falls outside the scope of and/or what is stipulated in the relevant agreement. It may require that a separate agreement be concluded for this purpose.
- 4.10 Should it appear while an agreement is being executed, that it is necessary to alter the work that is to be performed or to perform additional work in order to ensure proper execution, the parties shall ensure the timely amendment of the agreement accordingly in consultation with each other. Any addition to or alteration of the services that are to be provided or the goods that are to be supplied by Clear CinCom shall only be binding, if this is agreed to by the parties in writing. In the event that the parties agree that an agreement is to be amended and or supplemented, this may have an effect on the completion of its execution. Clear CinCom shall notify the customer of this as soon as possible. In the event that any change and/or addition has implications of a financial and/or qualitative nature, Clear CinCom shall notify the customer of this beforehand. If a fixed fee is agreed on, Clear CinCom shall stipulate in this respect to what extent the change or addition will result in an excess over and above this fixed fee. Contrary to the foregoing provisions, Clear CinCom shall not charge an additional fee, if such change or addition is due to circumstances which may be attributed to it. Conversely, Clear CinCom shall be entitled to effect supply contrary to what has been agreed, if this involves any alteration of the goods to be supplied, the packaging or accompanying documentation which is required in order to ensure compliance with the applicable legislative provisions or if the change is of a limited nature.
- 4.11 The customer shall be required to examine what is supplied when it is delivered or provided but at any rate as soon as possible. In this respect the customer shall be required to examine whether the quality and quantity of what has been supplied accords with what has been agreed, or at any rate satisfies the requirements stipulated for the purposes of standard business practice. Any complaint must be communicated to Clear CinCom in writing by no later than thirty (30) days after the relevant order has been fulfilled but no less than eight (8) days following the occurrence of the cause of the complaint. Even in the event of a timely complaint the customer shall continue to have a duty to take delivery of and pay for the goods that have been bought. Should the customer wish to return any defective goods, this shall be done with the prior consent of Clear CinCom and in the manner stipulated by it.

Article 5 – Non-disclosure

- 5.1 Clear CinCom and the customer shall warrant that, unless any provision of the law explicitly stipulates otherwise, for one (1) year after the expiry of the agreement entered into by the parties no third party may be allowed to learn of any information of a confidential nature pursuant to the execution of the agreement and/or which has been provided by or has been sourced from either party as a result of any act and/or omission on their part and/or that of their employees or helpers. Information shall at any rate be deemed to be confidential, if it is designated as such by Clear CinCom or the customer.
- 5.2 The customer shall be required to arrange the security of the information in such a manner that it is protected against the risk of, amongst other things (but not solely), unauthorised access, amendment, corruption, destruction or loss, as well as the verification of the origin and identity of the parties, and the integrity and confidentiality of any messages. In the event that the aforementioned requirements are not satisfied, only Clear CinCom's records may serve as evidence of this.
- 5.3 In the event that the customer fails to comply with the obligations imposed on him pursuant to the foregoing clauses, he shall be liable to pay Clear CinCom an immediately payable penalty amounting to EUR 5,000.00 for each incident of non-compliance and for every day or part thereof that it ensues.

Article 6 – Retention of title

- 6.1 All goods supplied by Clear CinCom, which is deemed to include any designs, test plans and reports, drawings, software (no source code), files (electronic and otherwise) shall remain the property of Clear CinCom until the customer complies with all of his obligations pursuant to any agreement entered into with Clear CinCom.
- 6.2 The customer shall not be entitled to pledge or otherwise encumber any goods subject to retention of title.
- 6.3 Should some other party arrange for any goods which are subject to retention of title to be attached, or wish to encumber same with or enforce rights, the customer shall have a duty to notify Clear CinCom of this as soon as is reasonably possible.
- 6.4 Any goods which have been supplied by Clear CinCom and which are subject to retention of title may only be sold for the purposes of conducting normal business operations but may never be used as a means of payment.
- 6.5 In the event that Clear CinCom wishes to exercise those of its property or security rights referred to in this article, the customer shall irrevocably consent to Clear CinCom or any other party designated by the latter to enter all of those places where the property of Clear CinCom may be found and to seize those goods.

Article 7 – Intellectual property and licences

- 7.1 The intellectual property rights to any software and other materials, such as analyses, designs, documentation, test plans and reports, and quotations including any preparatory materials for them, which are produced for the customer pursuant to an agreement, shall be vested solely in Clear CinCom. The customer shall only receive those licences and authorisations conferred on him by that agreement.
- 7.2 The customer shall receive a non-exclusive and non-transferable right to use the results for the purposes envisaged by himself and Clear CinCom, which the customer accepts.
- 7.3 The customer shall not be permitted to delete or amend any designation concerning copyright, trademarks, trading names or other intellectual property rights in software, reports or other materials, which is deemed to include any indication of the confidential nature and non-disclosure of software or other materials.
- 7.4 Clear CinCom undertakes to indemnify the customer against any claim made by a third party based on the assertion that the relevant software and/or accompanying documentation infringes on the intellectual property rights of such third party. Nonetheless, this indemnification shall be subject to the condition that Clear CinCom immediately notify the customer in writing of any claim made by a third party and allows Clear CinCom to deal with the matter in its entirety, which is deemed to include arranging any settlement, and at its expense.
- 7.5 The customer shall provide Clear CinCom with all of the information and assistance free of charge, which is required to mount a defence, where necessary in the customer's name, against any claim made by a third party who is of the opinion that he enjoys better rights. In the event that a claim is filed against Clear CinCom, the latter shall be entitled at its own discretion to (i) secure such rights from the relevant third party or parties at its own expense, so as to enable the other party to continue to use the software concerned, or (ii) modify the relevant software at its own expense or replace it with any software whose functionality is at least equivalent. Nevertheless, Clear CinCom shall under no circumstances have any obligation with regard to any claim which is made pursuant to (i) designs, specifications or instructions provided or issued by or on behalf of the customer, or (ii) any modification made to the equipment and/or software by or on behalf of the customer without Clear CinCom's consent.
- 7.6 The customer shall not be permitted to allow any other party to use or inspect any goods and/or software supplied by Clear CinCom without the latter's prior written consent.
- 7.7 Acting either on his own behalf, or through a parent company, subsidiary, associated business, intermediary or any other party, the customer shall not:
- (i) sell any part of the relevant software, hire or lease it out, license or sublicense its use, encumber or otherwise transfer it;
 - (ii) decompile, disassemble or reverse engineer the software or any part thereof, unless and in so far as this cannot be precluded pursuant to provisions of mandatory law.
- 7.8 Any form of infringement on the part of the customer of the licence stipulated in an agreement shall entitle Clear CinCom to cancel that agreement by means of a registered letter with immediate effect, subject to the latter's right to compensation.

- 7.9 Unless explicitly stipulated otherwise, Clear CinCom shall not place the source code of the relevant software at the customer's disposal. Acting at the customer's request, Clear CinCom may place the source code of any software to which it holds the intellectual property rights in the custody of a third party at the customer's expense pursuant to an agreement that is still to be concluded.

Article 8 – Fees

- 8.1 Any fees shall be stated in euros exclusive of VAT, any other government levies or transport, freight, insurance or service costs, unless explicitly stipulated otherwise.
- 8.2 Clear CinCom may charge both a fixed fee and one based on subsequent calculation. In the case of a fixed fee this shall be stipulated explicitly in the relevant confirmation of order and that which is stipulated above in Article 4 concerning additional work shall apply for this purpose.
- 8.3 Clear CinCom may pass on any price increases, if it can show that significant increases occurred in relation to, for example, exchange rates, labour costs and energy between the time when the relevant offer was made and the agreement concerned was executed.
- 8.4 Unless some other method of payment is agreed to in writing, Clear CinCom shall issue invoices on a monthly basis. The amount stipulated in any invoice issued by Clear CinCom must be paid as a lump sum in its entirety. Clear CinCom's written consent shall be required for incomplete payment or payment in instalments.
- 8.5 Payment must be made within thirty (30) days after the relevant invoice date. Should the customer fail to fulfil his duty to effect payment or fail to do so in full or on time, Clear CinCom shall be entitled to suspend the provision of services or the supply of goods and to refrain from delivering the results of work previously performed to the customer.
- 8.6 The customer shall be required to pay any invoices without relying on suspension and/or set-off. Such suspension and set-off are explicitly precluded.
- 8.7 In the event that an invoice is not paid within thirty (30) days after the relevant invoice date, the other party shall be liable for interest amounting to 1.5% of the outstanding amount for each month or part thereof by which he fails to meet the deadline for payment. Furthermore, after thirty (30) days any agreed discount shall no longer apply, as a result of which the customer shall then be liable for the full original amount (that is to say, before the discount was granted).
- 8.8 All remittances shall only be used for the purposes of paying the longest outstanding invoices. Clear CinCom shall be entitled to allocate any remittance received from the customer first to pay any claims which have not arisen pursuant to the agreement in question and those which have arisen pursuant to a failure to effect performance on the part of the customer in relation to any obligations he has under the terms of the agreement concerned.

- 8.9 In the event that the customer fails to make payment within eight (8) days after the material deadline referred to in Clause 8.5, he shall be deemed to be in default by operation of the law and no notice of default or any further action shall be required for this purpose. Clear CinCom shall be entitled to claim any expenses from the customer which are caused by the latter's failure to effect payment. This shall include both judicial and extrajudicial expenses.
- 8.10 In the event that the customer fails to fulfil his obligation to make payment, Clear CinCom may seek some other party's assistance for the purposes of collecting any outstanding invoice. The customer shall be liable for all of the extrajudicial collection costs involved in this.
- 8.11 Clear CinCom reserves the right to require a partial advance payment prior to commencing the execution of the relevant agreement.
- 8.12 The customer shall not be entitled to invoke set-off or a right of suspension vis-à-vis Clear CinCom.
- 8.13 Under no circumstances shall the customer be allowed to assign or pledge his rights pursuant to an agreement entered into with Clear CinCom to a third party, unless Clear CinCom explicitly consents to this in writing.

Article 9 – Warranty

- 9.1 Clear CinCom warrants that the designs and products which are supplied comply with the agreed specifications and the normal requirements and standards that may be stipulated in this respect. In the event of a claim under a warranty covering components and materials that have been supplied Clear CinCom shall rely on the provisions of the warranty given by the supplier of the relevant components and materials. No warranty shall be provided in respect of any goods supplied by the customer. This warranty shall also apply in the event that the goods supplied are destined for use abroad and the customer notified Clear CinCom of such use explicitly in writing before or when the relevant agreement was concluded.
- 9.2 In the event that any item supplied does not comply with the requirements stipulated for it, Clear CinCom shall repair, replace or give credit for that item within a reasonable period of time after it has been received, such at Clear CinCom's discretion.
- 9.3 This warranty shall not apply in the event that a defect occurs as a result of inappropriate or improper use or if the customer or some other party have made any modifications to the item concerned without Clear CinCom's written consent or have endeavoured to do so, or if they have used the item for any purpose for which it is not designed.
- 9.4 The customer shall bear the costs involved in transport, travel, accommodation and the like.

Article 10 – Security

Irrespective of the terms of payment that may be agreed, Clear CinCom shall at all times be entitled to suspend fulfilment of its obligations, if it has good grounds to doubt the customer's ability or willingness to effect payment. Clear CinCom shall be entitled to amend the terms of payment set out in Article 8 and to require the customer to provide it with security to ensure compliance with all of his obligations. Such surety may be tendered by making a cash deposit, providing a bank guarantee, or by granting a pledge or mortgage of property belonging to the customer. In the event that Clear CinCom suffers a loss as a result of the aforementioned circumstances, the customer shall be liable for same.

Article 11 – Customer's failure to comply with his obligations

11.1 Clear CinCom shall be entitled to suspend compliance with its obligations or to cancel the relevant agreement in the event that:

- the customer fails to perform his duties pursuant to that agreement or to do so in full;
- the customer is bankrupt or has been granted a moratorium under the terms of the *Wet Schuldsanering Natuurlijke Personen* [Debt Rescheduling (Natural Persons) Act];
- the customer otherwise no longer conducts his normal business operations;
- the customer refuses to tender security in accordance with the provisions of Article 10 of these general terms and conditions;
- the customer's assets are attached under a warrant of execution at Clear CinCom's behest;
- after the agreement has been concluded Clear CinCom learns of circumstances which give it good grounds to fear that the customer will not comply with his obligations.

11.2 Clear CinCom shall be entitled to cancel the relevant agreement (or cause this to be done) in the event that:

- circumstances occur which are of such a nature, that it is no longer possible for it to comply with the agreement or based on principles of equity and fairness it can no longer be expected to do so, or in the event that some other circumstances occur which are of such a nature that the agreement cannot reasonably be expected to remain in force in an unamended form;
- circumstances occur in relation to people and/or materials that Clear CinCom makes use of for the purposes of executing the agreement, which are of such a nature that it becomes impossible or so inconvenient and/or disproportionately expensive to execute the agreement, that it can no longer reasonably be expected to comply with the agreement.

11.3 Any claim which Clear CinCom has against the customer shall fall due with immediate effect in the aforementioned cases of cancellation. In the event that Clear CinCom suspends compliance with its obligations, it shall retain its entitlements pursuant to the law and the relevant agreement. Clear CinCom shall always remain entitled to seek compensation.

11.4 The customer shall not be entitled to compensation for any loss that he suffers or may suffer as a result of the cancellation of an agreement.

Article 12 – Clear CinCom’s failure to comply with its obligations

The customer may only cancel an agreement with Clear CinCom, after he has properly notified the latter that it is in default by means of a registered letter immediately after noticing any supposed failure to effect performance and has afforded Clear CinCom a reasonable period of time within which to remedy the supposed failure to effect performance.

Article 13 – Liability and compensation

- 13.1 In the event that any goods supplied by Clear CinCom are defective, the latter’s liability towards the customer shall be confined to what is stipulated under “Warranty” in these terms and conditions.
- 13.2 In the event of any direct loss suffered by the customer which is in any way associated with or is caused by Clear CinCom’s failure to comply with an agreement or to do so properly or on time, Clear CinCom’s liability shall be confined to the sum for which Clear CinCom has insured itself in this respect, which is not deemed to include the final sum of any excess for which Clear CinCom is liable in the event of a payout pursuant to the relevant insurance agreement. Direct loss is solely deemed to refer to:
- any reasonable costs incurred for the purposes of determining the cause and scope of the loss in so far as this determination pertains to loss in accordance with these terms and conditions;
 - any reasonable costs incurred for the purposes of causing any defective performance on the part of Clear CinCom to conform to this agreement, unless it cannot be attributed to Clear CinCom;
 - any reasonable costs incurred for the purposes of avoiding or limiting the loss in so far as the customer can show that these costs have led to the limitation of direct loss in accordance with these general terms and conditions.

The aforementioned limitations of liability for direct loss shall not apply in the event of any deliberate act or omission, or conscious recklessness on the part of the directors or subordinates (managerial or otherwise) of Clear CinCom who caused the loss concerned.

Under no circumstances shall Clear CinCom be liable for any indirect loss, which is deemed to include consequential loss, loss of earnings, forgone savings and any loss suffered due to the disruption of business. The customer shall at all times have a duty to limit any loss as far as possible.

- 13.3 Clear CinCom shall at all times be entitled to remedy any loss suffered by the customer other than by paying compensation, if and in so far as this is possible.

Article 14 – Force majeure

14.1 In the event that Clear CinCom is temporarily unable to perform its duties pursuant to an agreement due to *force majeure*, it shall be entitled to suspend compliance with all or part of its obligations for as long as such *force majeure* persists. Should Clear CinCom be permanently unable to perform its duties pursuant to an agreement due to *force majeure*, it shall be entitled to cancel all or part of the relevant agreement with immediate effect. *Force majeure* is deemed to include, amongst other things, but is not confined to any failure to effect performance on the part of any of Clear CinCom's suppliers and/or other helpers, the disruption of production, the interruption of work, excessive absenteeism amongst its employees, government measures and extreme weather conditions.

14.2 In a period during which Clear CinCom is unable to fulfil its obligations pursuant to an agreement the customer may not demand that Clear CinCom execute that agreement, nor may he require that the agreement be cancelled and/or compensation be provided.

Article 15 – Transfer of risk

The risk of any goods, which are the subject of an agreement, being lost or damaged shall pass to the customer at such time as they are delivered to him legally and/or *de facto*, thereby placing them at the disposal of the customer or any other party designated by him.

Article 16 – Indemnification

The customer shall indemnify Clear CinCom against any claim made by a third party – including an employee or any other helper – pursuant and/or pertaining to services performed or goods supplied by Clear CinCom under the terms of an agreement, unless there has been a deliberate act or omission, or conscious recklessness on the part of Clear CinCom's directors and/or subordinates (managerial or otherwise).

Article 17 – Final provisions

- 17.1 The customer shall keep Clear CinCom informed of the correct details of his name and address, and shall notify Clear CinCom of any change in these details.
- 17.2 All agreements, offers and negotiations concerning services provided and the goods supplied by Clear CinCom shall be governed by and construed in accordance with the law of the Netherlands. The Vienna Convention on Contracts of Sale of 11 April 1980 is explicitly repudiated. A competent court of law in the district of The Hague shall enjoy sole jurisdiction to consider any dispute arising directly or indirectly from an agreement, as well as to provide any relief in summary proceedings. The parties shall only resort to the courts, after they have done their utmost to resolve a dispute in consultation with each other.
- 17.3 Should Clear CinCom also have a version of these general terms and conditions in a language other than Dutch and there is a conflict between such version and the Dutch one, the latter shall prevail and shall be decisive for the purposes of interpreting the provisions of these general terms and conditions.

These general terms and conditions have been lodged with the office of the Chamber of Commerce in The Hague. In all cases the version that shall apply is the one that was last lodged or which applied at the time when the relevant agreement was concluded.