

General Terms and Conditions of:

NovaStar Technology Europe BV
Kruisweg 643-647,
2132 NC, Hoofddorp,
the Netherlands

Chamber of Commerce (Amsterdam, NL) No. : 68823649

Article 1: Applicability/definitions

1. These Terms and Conditions apply to all offers and to all agreements of purchase and sale and/or of lease as well as all agreements of assignment, including all agreements for the carrying out of work or the performance of services by NovaStar Technology Europe BV, established in Hoofddorp, hereinafter to be referred to as "NovaStar".
2. The purchaser, lessee or the client shall hereinafter be referred to as "the Other Party".
3. "In writing" for the purposes of these General Terms and Conditions shall mean: by letter, e-mail, fax or any other mode of communication that is regarded as equivalent to writing in view of advances in technology and conventional practices.
4. "Goods" is understood to mean the following: all software, hardware and suchlike to be supplied by NovaStar as well as all equipment and other goods made available by NovaStar to the Other Party in the context of the lease. Where a provision in these General Terms and Conditions specifically relates to one of the goods mentioned, the specific term for this good shall be used
5. The advice, calculations, drawings, reports, designs and suchlike to be produced by NovaStar or provided by the Other Party shall hereinafter be referred to as "the documents". These documents can be recorded both in writing and on other data carriers, and suchlike or saved as a digital file or forwarded to a laptop, tablet or other computer and suchlike.
6. All provisions laid down in these General Terms and Conditions shall apply to all deliveries, work and/or services by NovaStar, unless proved otherwise from the text of the article or the provision.
7. The possible invalidity of (any part of) a provision contained in these General Terms and Conditions shall not affect the validity of the remaining provisions.
8. These General Terms and Conditions also apply to the additional, partial orders, partial or follow-up instructions following the agreement.
9. A lasting business relationship shall only be deemed to exist if NovaStar has already handed these General Terms and Conditions several times to the Other Party. NovaStar shall not be obliged to produce these General Terms and Conditions in order for them to apply to each new agreement.

Article 2: Instructions, formation of agreements

1. The agreement shall be established after the Other Party has accepted the offer from NovaStar even if this acceptance differs in subordinate points from the offer. If however the acceptance by the Other Party differs essentially from the offer, the agreement shall not be deemed established until NovaStar has expressly agreed to these differences in writing.
2. If the Other Party should give an instruction to NovaStar without a prior offer to that end, NovaStar shall only be bound to this instruction after it has confirmed it in writing to the Other Party. Instructions must be accompanied by a clear, written description of the nature of the instruction.
3. Changes to an instruction already given must also be submitted in writing and be accompanied by a clear description of the changes. The aforesaid changes as well as the additions or amendments to the General Terms and Conditions or the agreement shall only bind NovaStar after they have been confirmed in writing to the Other Party and shall only relate to the agreement concerned.
4. NovaStar shall only be bound by verbal agreements after it has confirmed these to the Other Party in writing or as soon as NovaStar has started to carry out these agreements without objection from the Other Party.
5. Neither NovaStar nor the Other Party shall be entitled to transfer the rights and/or obligations arising from the agreement to any third party without the permission of the other party, unless parties have explicitly agreed otherwise in writing or if provided otherwise in these terms and conditions.

Article 3: Offers, quotations

1. All offers and quotations from NovaStar shall be non-binding, unless they specify a date for acceptance. If an offer or quotation contains a non-binding proposal and the Other Party accepts such proposal, NovaStar shall be entitled to withdraw the proposal within two working days of receiving acceptance.
2. A draft estimate shall not oblige NovaStar to deliver part of the proposal stated in this estimate for a corresponding part of the price.
3. If the offer is based on information provided by the Other Party and this information appears incorrect or incomplete or if it should change afterwards, NovaStar shall be entitled to adjust the prices, rates and/or (completion) delivery terms stated in the offer.
4. Offers, proposals, rates and prices do not automatically apply to additional or new orders.
5. The models shown as well as the specifications of colors, dimensions, capacities, weights, and other descriptions in brochures, promotion material and/or on the website of NovaStar are as accurate as possible, but given as indication only. The Other Party may not derive any rights from this.
6. The samples referred to in the previous paragraph shall remain the property of NovaStar, and must be returned to NovaStar on its demand and at the expense of the Other Party.
7. If the Other Party does not accept an offer or proposal, it shall be obliged to return all documents, catalogues supplied with the offer or proposal to NovaStar on NovaStar's demand.
8. NovaStar is entitled to charge the costs related to the offer or proposal to the Other Party, provided that NovaStar has notified the Other Party of those costs beforehand in writing.

Article 4: Fees, prices, rates

1. Unless parties have agreed a fixed fee for the performance of the work, NovaStar shall charge its fee on a time-spent basis, applying the agreed day rate.
2. The day rates apply to normal working days, which is understood to mean: Mondays to Fridays (with the exception of recognized public holidays) and the times agreed between parties with a maximum of 10 working hours per day.
3. In the event of emergency work or if the work needs to be carried out beyond the working days referred to in paragraph 2 of this Article, NovaStar shall be entitled to add a surcharge to the agreed or standard day rate.
4. The prices or rates stated in the offers, proposals, price and rate lists and suchlike are exclusive of BTW (Dutch VAT) and possible costs, such as shipping costs, travel and accommodation expenses, administrative costs and expense claims of third parties engaged. Accommodation costs shall be calculated on the basis of a single room. NovaStar shall stay in accommodations with a facility level acceptable to it.
5. NovaStar is entitled to increase a fixed fee if it appears during the execution of the agreement that parties have not correctly estimated the agreed or expected amount of work when concluding the agreement, this incorrect estimate is not due to an attributable failure of NovaStar, and it cannot reasonably be expected from it to carry out the work for the agreed fee.
6. In the event a dispute arises between parties about the number of hours spent and/or the hours charged, the NovaStar time recording shall be binding.
7. If (cost)price increasing circumstances occur at the expense of NovaStar between the date of concluding the agreement and the execution thereof due to legislation and regulations, currency fluctuations or price changes of the third parties or other suppliers engaged by NovaStar, or if there are any changes in the prices of the goods, NovaStar shall be entitled to increase the agreed prices or rates accordingly and charge it to the Other Party.

Article 5: Engaging third parties

If required for the proper execution of the agreement, NovaStar shall be entitled to have specific deliveries made or work carried out by third parties. All this at the discretion of NovaStar.

Article 6: Obligations of the Other Party

1. The Other Party must ensure that:
 - a. it will make available to NovaStar any information, documents and approvals (such as licenses, dispensations, exemptions and decrees and suchlike) in time and in the manner required by NovaStar.
 - b. any image and sound carriers, electronic files and suchlike provided to NovaStar by the Other Party shall be free from viruses and/or defects;
 - c. NovaStar is given access to the location (the work locations) where the work has to be performed on the agreed dates and times. This location must comply with the legal (safety) requirements set to that end and with the other additional requirements to be set within reason by NovaStar.
 - d. third parties engaged by the Other Party shall perform the work or deliveries to be carried out by them in time and in such a manner that NovaStar shall not be hindered by this and shall not be delayed during the execution of the agreement.
 - e. the stated time schedules within which the agreed work must be carried out do not conflict with the Working Hours Act;
 - f. the work location is in such a condition that NovaStar can carry out or continue its work unhindered.
 - g. NovaStar can dispose of sufficient parking space to park its vehicles without any costs attached to it.
 - h. NovaStar shall be given the opportunity in time to supply, store and/or discharge materials and ancillary instruments;
 - i. NovaStar has connection facilities for (energy power) electricity at its disposal at the work location. The costs for this shall be at the expense of the Other Party. Lost working hours power failure shall also be charged to the Other Party;
 - j. there is a space available at the work location where NovaStar's goods, tools, ancillary instruments, and suchlike can be stored or put away without damage or theft being possible.
 - k. the other facilities reasonably required by NovaStar and/or its subcontractors are present in the work location, without any additional costs involved for them;
 - l. third parties present at the work location – whether or not to carry out work - cannot inflict damage on the goods of NovaStar;
 - m. NovaStar is informed of the locations of built-in cables, mains, and suchlike at the work location before the start of the work.
2. The Other Party shall ensure that the information and documents it has provided are correct and complete and shall indemnify NovaStar against any claims from third parties arising from the incorrectness and/or incompleteness of the information.
3. The Other Party is liable for any loss or theft of and other damage to the goods, tools, ancillary instruments, and suchlike, which NovaStar uses or has stored during the performance of the work at the Other Party's, which also includes loss as a result of imperfections, faults and suchlike at the work location.
4. If the obligations referred to in this Article are not fulfilled in time, NovaStar shall be entitled to suspend the execution of the agreement until the moment that the Other Party has fulfilled its obligations. The costs related to the delay incurred and/or the costs to carry out additional work or any other consequences arising from this shall be at the expense and risk of the Other Party.
5. If the Other Party fails to fulfill its obligations and NovaStar fails to require performance by the Other Party, it shall not affect NovaStar's right to require performance at a later date.

Article 7: Confidential information

1. Parties undertake to maintain confidentiality about all information that they have obtained in the context of concluding and executing the agreement of or about the Other Party, and which this Party has specified as confidential information or of which it can reasonably be expected that the information must be treated in confidence. Parties shall only provide this information to third parties insofar as this is necessary for the execution of the agreement.
2. Each party shall take all reasonable precautions to keep the confidential information secret and guarantees that its employees or other persons under its responsibility who are involved in the execution of the agreement shall also maintain their obligation to observe secrecy.
3. The duty of secrecy shall not apply if one of the parties is obliged to disclose the confidential information due to legislation or a court decision and cannot rely on a legal nondisclosure right or privilege granted by a court. This exception also applies to the employees and other persons referred to in paragraph 2 of this Article.
4. NovaStar is permitted to publish about the agreed work and the methods used or developed for this purpose, to reuse (partial) analyses and suchlike, provided that the privacy of the Other Party remains guaranteed or NovaStar has been given permission by the Other Party for this purpose.

Article 8: Storage of information and goods

1. NovaStar shall store and keep in a careful manner all documents and/or goods received from the Other Party and/or documents and/or goods produced by the Other Party, during the term of the agreement, or so much longer as agreed, and (have) take(n) all reasonable measures in order to prevent undesired access to the information, documents or goods.
2. However, NovaStar shall never be liable for the loss or destruction of information or documents – whether or not by hackers -, unless this is due to intent and/or deliberate recklessness of NovaStar or its supervising personnel at management level. The Other Party must at all times keep the original or a copy of the information and documents provided to NovaStar.

Article 9: Delivery, delivery/completion periods

1. Agreed delivery/completion periods shall never be considered as strict deadlines. If NovaStar fails to deliver the agreed performance at all or in time, it shall have to be given notice of default in writing accordingly, whereby it shall be given a reasonable period to meet its delivery/completion obligations at a later date.
2. NovaStar is entitled to deliver or execute the work in phases, whereby each partial delivery or partial performance may be invoiced separately by NovaStar.
3. The risk concerning the delivered goods shall pass to the Other Party at the time of delivery. The moment of delivery for the purposes of these General Terms and Conditions shall mean: the time the goods to be delivered will leave the premises or the warehouse of NovaStar, or the time that NovaStar has informed the Other Party that it may collect these goods.
4. Dispatch or transport of the items ordered are at the expense and risk of the Other Party. NovaStar shall not be responsible for any damage of any nature whether or not occasioned to the items themselves and which is linked to the dispatch or transport.

Article 10: Progress, execution of agreement

1. If the start, progress or completion of the work or the agreed delivery of goods is delayed due to the fact that:
 - a. NovaStar has not received all essential information or documents from the Other Party in time;
 - b. NovaStar has not received any agreed (advance) payment from the Other Party in time;
 - c. there are other circumstances that shall be at the expense and risk of the Other Party; NovaStar shall be entitled to an extension of the delivery/completion term that may reasonably follow from those circumstances and it shall be entitled to charge the costs and damage involved, such as possible waiting hours, to the Other Party.
2. NovaStar shall exert itself to effect the agreed work and deliveries within the time agreed and planned for this purpose, insofar as this can reasonably be expected from it. If the execution of the agreement should be expedited at the request of the Other Party, NovaStar shall be entitled to charge the overtime hours and other costs involved to the Other Party.
3. NovaStar is obliged to perform the work appropriately, properly and in accordance with the provisions laid down in the agreement. NovaStar must perform the work in such a manner that damage to persons and/or goods is restricted as much as possible and to follow the orders and instructions given in this context by or on behalf of the Other Party as much as possible.
4. If, during the execution of the agreement, it appears that the work and/or deliveries cannot be performed in the agreed manner as a result of unforeseen circumstances, NovaStar shall consult with the Other Party about changing the agreement. NovaStar shall at the same time inform the Other Party about the consequences of the change on the agreed prices, rates and the agreed delivery/completion terms. If the execution of the agreement has become impossible as a result, NovaStar shall in any case be entitled to full compensation for the work already performed or deliveries already made by it.
5. If NovaStar has to make changes to documents already approved by the Other Party, it may be considered as additional work and NovaStar shall be entitled to charge the additional costs arising from this to the Other Party.
6. If the Other Party requires changes to be made to the definitive design, the Other Party shall be obliged to first enable NovaStar to make changes to the design at the expense of the Other Party. NovaStar shall make the required changes, unless it cannot reasonably be expected from it. If NovaStar does not wish to make the changes itself, NovaStar shall grant permission to the Other Party to change the design, unless the granting of permission cannot reasonably be required from NovaStar.

Article 11: Developing customized software

1. The Other Party must put all information and documents required for the development of the software at NovaStar's disposal in time and in the form required by NovaStar. The data carriers, electronic files, software and suchlike provided by the Other Party must meet the specifications agreed for this purpose.
2. The functionalities, properties, characteristics and suchlike of the software to be developed will be laid down in writing by parties. The scope of the obligations of NovaStar shall be exclusively based on what has been agreed between parties in writing.
3. Unless parties have explicitly agreed otherwise in writing, all intellectual property rights regarding the developed software are vested in NovaStar, however, the Other Party can make use of the definitive version of this software without any restrictions if and insofar as the Other Party has satisfied all its payment obligations towards NovaStar.

Article 12: Completion and acceptance of the developed software

1. NovaStar is obliged to inform the Other Party that the agreed work for the benefit of the software has been completed and the software is ready for use.
2. The software is deemed to have been completed in accordance with the agreement and to conform to the agreement, if it has been put at the Other Party's disposal in a ready-to-use condition, the Other Party has checked the operation thereof or the specifications, properties, qualities and suchlike agreed for this purpose and the completion statement or work slip has been signed for approval by the Other Party.
3. The software is also deemed to have been completed in accordance with the agreement if the Other Party has not complained with NovaStar during the test period agreed between parties to this end. If parties have not agreed on a test period, the software is also deemed to have been completed in accordance with the agreement if the Other Party has not lodged a complaint with NovaStar within a period of 2 weeks after the notification referred to in paragraph 1.
4. If parties have agreed on a test period or acceptance test and the Other Party has found defects, errors, imperfections and suchlike, the Other Party must inform NovaStar about this in writing and in detail. NovaStar shall in that case repair the reported defects, errors, imperfections and suchlike within a reasonable term after report thereof. Such repair shall be performed free of charge, unless it concerns user errors by the Other Party or other causes that are not attributable to NovaStar. The recovery of any lost information is not included free of charge, unless parties have explicitly agreed otherwise in writing.
5. Work not yet carried out or completed by or on behalf of third parties engaged by the Other Party, which affect the proper use of the software shall not affect the readiness and completion of this software.
6. If the Other Party wishes to have changes made to the software after completion thereof, it will be regarded as additional work. NovaStar shall then be entitled to separately charge the costs arising from this and/or the hours spent on it to the Other Party.

Article 13: Contract variations

1. Additional work for the purposes of these General Terms and Conditions shall mean: all additional work and deliveries at the request of the Other Party or necessarily arising from the work and deliveries, which has/have not been included in the proposal, offer or assignment.
2. Contract variations must be agreed in writing between NovaStar and the Other Party. NovaStar is only bound by oral agreements after they have been confirmed in writing to the Other Party or as soon as NovaStar – without objection from the Other Party – has started with the execution of these arrangements.
3. Settlement of contract variations shall in any case take place:
 - a. in the event of changes in the original assignment.
 - b. in the event of unforeseen cost increases or reductions and differences of deductible and/or estimated amounts.
4. Settlement of contract variations shall occur on the final settlement, unless parties have explicitly agreed otherwise in writing.

Article 14: Packaging

1. If the packaging is damaged, incomplete or lost, the Other Party shall be responsible for such loss and shall forfeit its claim for reimbursement.
2. If the packaging is intended for use only once, NovaStar shall not be required to take back the packaging and it shall be obliged to leave this packaging with the Other Party. The Other Party shall then bear any costs for disposing of this packaging.

Article 15: Completion, approval and defects liability term

1. If the agreement (also) concerns the carrying out of work, NovaStar shall be obliged to inform the Other Party that the agreed work has been completed and the installed goods are ready for use.
2. The work is deemed to have been completed in accordance with the agreement if the Other Party has inspected the work, and if the completion statement or work slip have been signed by the Other Party.
3. Work not yet performed or not yet completed by third parties engaged by or on behalf of the Other Party, which will affect the appropriate use of the result of the installed goods, shall not affect the completion of the work performed by NovaStar and work agreed with the Other Party.

Article 16: Complaints

1. The Other Party shall be obliged to check the items delivered immediately upon receipt and to state any visible deficiencies, defects, damages and/or discrepancies in quantity on the waybill or consignment note. In the absence of a waybill or consignment note, the Other Party shall be obliged to inform NovaStar in writing as to any deficiencies, defects, etc., within 24 hours of receiving the items.
2. Other complaints in view of the delivered goods must be reported to NovaStar in writing immediately after discovery – yet ultimately within the agreed guarantee period. All consequences of not immediately reporting these shall be at the risk of the Other Party.
3. All complaints in view of the work carried out must also be reported in writing to NovaStar immediately after discovery – yet ultimately within 3 months after completion of the work. All consequences of not immediately reporting these shall be at the risk of the Other Party.
4. If a complaint has not been reported to NovaStar within the periods previously referred to, the items are deemed to have been received in good condition and in accordance with the agreement, or the work is deemed to have been carried out in accordance with the agreement.
5. It is not possible to file complaints in view of used goods (“second-hand”) delivered by NovaStar, unless a claim can be made under the guarantee provided by the manufacturer of the good.
6. The Other Party must give NovaStar the opportunity to investigate the complaint and provide all information to NovaStar that is relevant for the complaint. If it is essential to return the goods for investigating the complaint or if it is essential that NovaStar will investigate the complaint on site, the costs involved in this shall be at the expense and risk of the Other Party, unless the complaint appears well-founded afterwards.
7. All returns shall take place in a manner stipulated by NovaStar and in the original packaging and wrapping.
8. It is not possible to lodge complaints in respect of goods that have been changed in terms of nature and/or composition by or on the instructions of the Other Party or treated partially or fully, after receipt.

Article 17: Guarantees

1. NovaStar shall ensure that the agreed deliveries and/or work is carried out appropriately and in accordance with the standards applicable in its sector, but shall never give further guarantee in respect of these deliveries and/or this work than explicitly agreed between parties.
2. NovaStar shall be responsible during the guarantee period for the usual quality and reliability of the items delivered. If no explicit guarantee period has been agreed, a period of 1 year after delivery shall apply.
3. If the manufacturer or supplier provides a warranty for the items delivered by NovaStar, this warranty shall apply in the same manner between the parties. NovaStar shall inform the Other Party in this regard.
4. NovaStar shall not guarantee and shall never be considered to have guaranteed that the items delivered shall be suitable for the purpose for which the Other Party wishes to work or process these or to use them or have them used unless it has expressly confirmed this to the Other Party in writing.
5. If the Other Party rightly invokes the guarantee provisions, NovaStar shall take care of the repair or replacement of the goods or the correct carrying out of the agreed work at a later date or refund or reduce the price agreed for the goods or the fee agreed for the work. All this at the discretion of NovaStar. If there is any additional damage, the provisions set out in the Liability Article of these General Terms and Conditions shall apply.

Article 18: Liability

1. NovaStar shall not accept any liability beyond the explicitly agreed guarantees, guaranteed results, or quality requirements given by NovaStar.
2. Without prejudice to that stated in paragraph 1 of this article, NovaStar shall only be liable for direct damage. Any liability of NovaStar for consequential damage such as trading losses, loss of earnings and/or losses sustained, damage caused by delay and/or personal or bodily injury shall be expressly excluded.
3. The Other Party shall be obliged to take all measures necessary to prevent or limit any damage.
4. If NovaStar is liable for any damage sustained by the Other Party, NovaStar's obligation to provide compensation shall at all times be limited to the amount paid by its insurer in the respective case. If NovaStar's insurer makes no payment or if the damage is not covered by any insurance concluded by NovaStar, NovaStar's obligation to provide compensation shall be limited to the invoice amount of the items delivered or the work carried out.
5. The Other Party shall commence proceedings against NovaStar no later than six months after the point where it gained knowledge or should have gained knowledge of the damage it has sustained.
6. Should the Other Party make parts or materials available for further treatment or assembly, NovaStar shall be responsible for the correct treatment or assembly thereof, but not in any case for the reliability of the parts or materials themselves.
7. When realizing the designs of NovaStar, NovaStar shall not be liable for any damage resulting from the designs not being in accordance with the legislation applicable on the scene or the designs not being carried out in accordance with that legislation. The liability for this damage is vested in the Other Party, which shall indemnify NovaStar against any claims relating to the designs and the carrying out thereof.
8. NovaStar is not liable for the quality and the carrying out of its designs by – or on the instruction of – the Other Party and the damage that may possibly be caused by it.
9. NovaStar shall not be liable for the quality and the content displayed on the screens it has supplied.
10. NovaStar shall not be liable for any damage to the work carried out or the deliveries made by the Other Party or by third parties on the instructions of the Other Party.
11. The Other Party cannot invoke the applicable guarantee, nor hold NovaStar liable on any other grounds if the damage has arisen due to:
 - a. improper use or use contrary to the purpose for which the items delivered were intended or the directions, advice, operating instructions, etc. provided by or on behalf of NovaStar;
 - b. incompetent safekeeping (storage) and/or inexpert or incorrect installation/assembly of the items delivered;
 - c. errors or incompleteness of the details provided and/or materials or parts prescribed to NovaStar by or on behalf of the Other Party;
 - d. instructions or directions from or on behalf of the Other Party;
 - e. repairs or other work or processing being carried out on the items delivered by or on behalf of the Other Party without express, prior, written approval from NovaStar.
 - f. the use of an outdated configuration by the Other Party;
 - g. the choice made by the Other Party in respect of the goods to be purchased or leased.
12. The Other Party shall, in the cases stated in paragraph 11 of this article be fully liable for all damage flowing from this and shall expressly indemnify NovaStar from all third party claims to compensate for this damage.
13. The limitations of the liability stated in this article shall not apply if the damage is due to intent and/or recklessness by NovaStar or its supervisory staff on a management level or if mandatory legal provisions oppose this. Only in these cases shall NovaStar indemnify the Other Party against any third party claims.

Article 19: Lease from and to

1. This Article is applicable to all agreements concluded between NovaStar and the Other Party concerning the lease of movable goods and to any agreement that relates to the movable goods to be made available to the Other Party during a specific period of time.
2. NovaStar is entitled to fix a deposit which should be paid by the Other Party before the start of the term of the lease.
3. The Other Party must inspect the leased good(s) for defects, damage and suchlike after receipt. Any defects, damage and suchlike must be reported to NovaStar by the Other Party as soon as possible - but within 24 hours after receipt of the leased good(s) - failing which the leased good(s) is/are deemed to have been received by the Other Party without any defects and in an undamaged condition.
4. The Other Party is obliged to maintain the leased good(s) in a good condition during the lease period and shall be liable for any damage arising during the lease period as well as for loss or theft. Damage, loss and/ or theft must be reported to NovaStar immediately after it has arisen or discovered, stating all particulars.
5. Recovery of damage and/or defects or the replacement of broken parts may only be carried out by NovaStar or – after its explicit permission – at the instruction of NovaStar.

6. The Other Party is obliged to ensure safe storage or safekeeping of the leased good(s) during the lease period.
7. After expiry of the lease period, the Other Party must return the leased good(s) in its original packaging and in the condition it was in upon receipt to NovaStar or make it available to it.
8. NovaStar shall inspect the leased good(s) immediately upon receipt. The Other Party is entitled to be present during this inspection. Any costs in connection with the extinction or loss (of parts) of the leased good(s) as well as essential costs that need to be incurred to bring back the leased good(s) to its/their original state upon receipt, such as cleaning costs - with the exception of normal depreciations and costs as a result of wear and tear - shall be at the expense of the Other Party.
9. If parties have agreed that NovaStar shall deliver the leased good(s) at the Other Party's location, delays created during the loading, the transport and the unloading of the leased good(s), which can be blamed on the circumstances which shall reasonably be at the expense and risk of the Other Party, just like the time involved in the repairs resulting from negligence by the Other Party, shall also be included in the lease period.
10. The Other Party shall be due compensation, including the costs due for the lease of goods to replace the leased good(s), reasonably fixed by NovaStar, for any delay in returning the leased good(s) after expiry of the agreed lease period, without prejudice to NovaStar's right to full compensation.
11. If the Other Party fails to return – for whatever reason – the leased good(s) to NovaStar, the Other Party shall be obliged to compensate all loss suffered as a result to NovaStar, including the new value of the leased good(s), the costs of the lease of goods to replace the leased good(s) and the lost profit.
12. The leased good(s) shall remain the property of NovaStar. Unless otherwise agreed, the Other Party shall not be permitted to sublease the leased good(s) or to give it/them into use to third parties. If it has been agreed that the Other Party may sublease the leased good(s) or give it/them into use to third parties, it shall only occur after the Other Party has notified NovaStar of the name of the sub lessee or user, and after NovaStar has agreed to the sublease or giving into use to the sub lessee or user. The Other Party must at all times prevent that the expectation is raised or the impression is given to third parties that it is entitled to further disposal of the leased good(s).
13. The Other Party is not permitted to replace parts or to make other changes to or on the leased good(s) unless with the prior permission of NovaStar.
14. If the leased good(s) is/are seized – including attachment to the property on the premises – or if there is a grounded fear that such shall happen, the Other Party must immediately notify NovaStar thereof and inform the seizer immediately that the leased good(s) is/are the property of NovaStar.
15. NovaStar reserves the right to sell or lease the goods that it has bought or produced at the request of the Other Party to third parties at the end of the agreement.
16. NovaStar reserves the right to replace the leased good(s) during the term of the agreed lease period by a different good, if it deems it necessary. NovaStar shall take the requirements and interests of the Other Party into account when choosing the replacement good.
17. NovaStar shall be entitled to deduct all costs and losses at the expense of the Other Party from the deposit to be received from the Other Party, insofar as possible.
18. The Other Party must in any case insure the leased good(s) against customary risks, such as damage, loss and extinction of the leased good(s) during the period of the lease agreement. If the leased good(s) get(s) lost or incur unrecoverable damage, the Other Party shall be due compensation to be further determined by NovaStar, to the amount of the new value of the leased good(s).

Article 20: Payment

1. NovaStar shall all times be entitled to demand (partial) advance payment or any other security for payment from the Other Party.
2. Payment should be made within 14 days after the date of the invoice unless the parties expressly agree otherwise in writing. The invoice shall be considered correct if the Other Party has not contested it within this payment deadline.
3. If full payment by the Other Party is not forthcoming, the Other Party shall be entitled to dissolve the agreement by giving notice in writing without any further notice of default or judicial intervention or to suspend its obligations under the agreement until payment has been received or the Other Party has provided proper security for this. NovaStar shall also have the aforementioned right of suspension if it has legitimate grounds to doubt the Other Party's creditworthiness even before the Other Party enters into default regarding payment.
4. NovaStar shall first apply the payments made by the Other Party to settle all the outstanding interest and costs and then against the longest outstanding payable invoices unless the Other Party expressly states at the time of payment that the payment relates to a later invoice.
5. The Other Party shall not be entitled to offset claims from NovaStar against any counterclaims that it may have against NovaStar. This shall also apply if the Other Party applies for (temporary) suspension of payment or is declared bankrupt.

Article 21: Reservation of ownership

1. NovaStar shall reserve ownership of all items delivered and to be delivered up until the point at which the Other Party has completely fulfilled all payment obligations towards NovaStar.
2. The payment obligations in paragraph 1 shall consist of the payment of the purchase price for the items delivered and to be delivered plus any demands relating to work carried out in connection with the delivery and demands due to culpable shortcoming by the Other Party in fulfilling its obligations including the payment of compensation, out-of-court collection costs, interests and any penalties.
3. If this refers to the delivery of identical, non-individualized items, the consignment of items relating to the oldest invoice shall be considered to have been sold first. Reservation of ownership shall therefore rest in any case on all items delivered, which at the time of claiming reservation of ownership were still in the Other Party's stocks, shop and/or property.
4. The Other Party may sell on items subject to reservation of ownership in the context of normal business provided it has also stipulated reservation of ownership on the items delivered with respect to its customers.
5. As long as the items delivered are subject to reservation of ownership, the Other Party shall not be entitled to pledge these items in any way or to put them at the disposal of a financier.
6. The Other Party shall be obliged to inform NovaStar immediately in writing if any third parties assert reservation of ownership or other rights on the items subject to reservation of ownership.
7. The Other Party shall be obliged to carefully preserve the items subject to reservation of ownership and to ensure that they are identifiable as NovaStar's property until it has fulfilled all its payment obligations towards NovaStar.
8. The Other Party shall arrange for consequential loss insurance or fire and theft insurance, that the items delivered subject to reservation of ownership are covered at all times and to make the insurance policy and the respective premium payment receipts available for inspection by NovaStar on first demand.
9. If the Other Party contravenes the conditions of this article or if NovaStar claims reservation of ownership, NovaStar and its employees shall have the irrevocable right to enter the Other Party's premises and take back the items subject to reservation of ownership without prejudice to NovaStar's right to compensation due to damage, loss of earnings and interest and the right to dissolve the agreement giving written notice without further notice of default.

Article 22: General provisions regarding intellectual property rights

1. NovaStar is and shall remain the party entitled to all intellectual property rights which are vested in, arising from, connected with and/or belonging to the (result of) services delivered or work carried out by NovaStar in the context of the agreement, including the intellectual property rights regarding the delivered databases and source codes in the context of the development of the software. All this, unless parties have explicitly agreed otherwise in writing or if provided otherwise in these General Terms and Conditions.
2. The exercise of the rights referred to in paragraph 1 of this Article are, both during and at the end of the execution of the agreement, explicitly and exclusively reserved to NovaStar. In view of the databases and source codes referred to in paragraph 1 of this Article, the Other party shall only obtain the (user) rights that parties have explicitly agreed in writing.
3. If a user right is obtained by the Other Party, it shall only be valid for use within the country, the state or the region for which the Other Party has obtained the user right.
4. The Other Party is not entitled to use the documents delivered or produced by NovaStar outside the context of the agreement. The Other Party is not permitted to provide these documents to any third parties, to make them available for inspection or to multiply these documents without the prior written permission of NovaStar.
5. The Other Party guarantees that all data or documents that it will provide or already has provided to NovaStar shall not infringe the copyright or any other intellectual property right of any third party. The Other Party is liable for any damage that NovaStar suffers as a result of these infringements and shall indemnify NovaStar against any claims from these third parties.
6. If NovaStar acquires the intellectual property rights to visual material or documents to be used for the execution of the agreement, it may charge the costs involved in this to the Other Party. However, the rights to this visual material and these documents shall remain vested in NovaStar. NovaStar is free to use this visual material and these documents for the carrying out of other assignments, whether or not from third parties. All this, unless it has been explicitly agreed that NovaStar has acquired the rights exclusively for the carrying out of one or more assignments for the Other Party.
7. If it has to be recognized by NovaStar or decided by a Dutch court that the goods completed/delivered by NovaStar infringe the intellectual property rights of third parties, NovaStar shall - after consultation with the Other Party - replace the goods concerned by goods that do not infringe the right concerned, obtain a license right to this effect or take back these goods against a refund of the purchase price less the depreciations considered standard, without being obliged to pay compensation.

8. The Other Party is only entitled to the options referred to in paragraph 7 of this Article if it has informed NovaStar about the (alleged) claims from third parties – stating all relevant particulars for this matter - at such a time that NovaStar is able to defend its rights to this effect appropriately. NovaStar shall then indemnify the Other Party against any claims from third parties arising from the infringements referred to in paragraph 7 of this Article, provided that the Other party exclusively leaves the dealing with any legal action to NovaStar and renders all essential assistance in this.
9. NovaStar is permitted to take technical measures to protect its rights.

Article 23: Bankruptcy and loss of power to dispose of property, etc.

1. Without prejudice to that stated in the other articles of these General Terms and Conditions, NovaStar shall be entitled to dissolve the agreement by giving written notice without any further notice of default or judicial intervention at the point where the Other Party;
 - a. is declared bankrupt or files for bankruptcy;
 - b. applies for (temporary) suspension of payment;
 - c. is affected by enforceable seizure;
 - d. is placed under guardianship or judicial supervision;
 - e. otherwise loses the power to dispose of its property or loses legal capacity regarding all or part of its assets.
2. The Other Party shall be obliged at all times to inform the guardian or the administrator of the (content of the) agreement and these General Terms and Conditions.

Article 24: Force majeure

1. In the event of force majeure with respect to the Other Party or NovaStar, NovaStar shall be entitled to dissolve the agreement by giving written notice to the Other Party without judicial intervention or to suspend its obligations towards NovaStar for a reasonable period without being liable for any compensation.
2. Force majeure with respect to NovaStar in the context of these General Terms and Conditions shall include: a non-culpable shortcoming by NovaStar, third parties or suppliers engaged by it or other serious grounds on the part of NovaStar.
3. The following shall be considered as force majeure: war, revolt, mobilization, domestic and foreign riots, government measures, strikes within NovaStar's organization and/or that of the Other Party or the threat of this and similar circumstances, disturbances to the exchange rates prevailing at the time of entering into the agreement, business interruptions due to fire, break-in, sabotage, natural and similar phenomena also due to weather conditions, blockades, accidents and similar transport difficulties and delivery problems.
4. If the force majeure occurs after part of the agreement has already been carried out, the Other Party shall be obliged to fulfill its obligations towards NovaStar up to that point.

Article 25: Cancellation and suspension

1. Cancellation by the Other Party is only possible by registered letter and if it irrevocably offers at the same time to pay to NovaStar the compensations hereinafter to be determined:
 - a. on cancellation within a term of 7 to 3 working days before the start of the (lease) agreement or delivery: 0% of the agreed (lease)price or the fee;
 - b. on cancellation within a term of 3 to 1 working days before the start of the (lease) agreement or delivery: 50% of the agreed (lease)price or the fee;
 - c. on cancellation within 24 hours before the start of the (lease) agreement or delivery: 75% of the agreed (lease)price or the fee.
2. The Other Party shall be liable towards third parties for the consequences of the cancellation and shall indemnify NovaStar for claims from these third parties arising from this. NovaStar shall be entitled to offset all amounts already paid by the Other Party against the amounts of compensation owed by the Other Party.
3. Should the execution of the agreement be suspended at the request of the Other Party, the compensation for the work already performed or costs incurred at that moment shall be immediately due and payable, and NovaStar shall be entitled to charge these to the Other Party. Furthermore, NovaStar shall be entitled to charge the costs to be incurred or already incurred as well as the hours already reserved prior to the suspension period to the Other Party.
4. If it is not possible to resume the carrying out of the agreement after the agreed suspension period, NovaStar shall be entitled to dissolve the agreement without judicial intervention by giving written notice to the Other Party. If the carrying out of the agreement is resumed following the agreed suspension period, the Other Party shall be obliged to reimburse NovaStar for any costs due to the resumption.

Article 26: Applicable law/jurisdiction

1. The agreement entered into between NovaStar and the Other Party shall be governed exclusively by Dutch law.
2. The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.
3. Any disputes shall be adjudicated by the competent court in the district where NovaStar has its registered office although NovaStar shall always be entitled to bring the dispute before the competent court in the district where the Other Party has its registered office.
4. If the Other Party has its registered office outside the Netherlands, NovaStar shall be entitled to act according to that stated in paragraph 3 of this article or at its discretion, to submit the dispute for adjudication by the competent court in the country or the State where the Other Party has its registered office.