

**GENERAL CONDITIONS OF SALE AND DELIVERY**  
(MYLAPS B.V.)Article 1.            Definitions

- 1.1 Contract Products: Products and services that MYLAPS offers on the grounds of ongoing, periodical payment obligations.
- 1.2 General Conditions: these general conditions.
- 1.3 Client: a legal entity or natural person that practises a profession or conducts a business and that enters into or intends to enter into a contract with MYLAPS.
- 1.4 Consumer: a natural person, not practising a profession or conducting a business, who enters into or intends to enter into a contract with MYLAPS.
- 1.5 Buyer: a natural person or legal entity that enters into or intend to enter into a contract with MYLAPS.
- 1.6 MYLAPS: MYLAPS B.V., a private limited liability company, having its registered office and maintaining a place of business at Zuiderhoutlaan 4, (2012 PJ) Haarlem, the Netherlands, registered in the trade register of the Chamber of Commerce under number 34053090, and its affiliated companies.
- 1.7 Offer: any written offer to enter into an Agreement, made by MYLAPS to the Buyer.
- 1.8 Order: an order placed with MYLAPS by the Buyer, orally or by email, by message via MYLAPS's web shop or web portal, by mobile or fixed telephone or telephone service, or by fax or letter, for the supply of Products, services, hardware, firmware or software.
- 1.9 Agreement: any Agreement concluded between MYLAPS and the Buyer and any amendment or addition to such an Agreement.
- 1.10 Parties: MYLAPS and the Buyer jointly.
- 1.11 Products: all Products supplied or to be supplied by MYLAPS to the Buyer under an Agreement, including transponders (to be used by participants during training and races), systems and decoders (to be used by timekeepers, organisations, clubs, federations and other parties to keep time during an event) and other hardware, firmware and software.
- 1.12 Results Website: [www.mylaps.com/en/events](http://www.mylaps.com/en/events).

Article 2.            General

- 2.1 These General Conditions govern all Offers of MYLAPS, form part of all Agreements and govern all related legal acts and legal relationships between MYLAPS and the Buyer. These General Conditions govern any further or follow-on Agreements between MYLAPS and the Buyer. The Buyer is deemed to have accepted them.
- 2.2 The applicability of any general purchase or other conditions of the Buyer is expressly rejected.
- 2.3 Deviations from and additions to these General Conditions are valid only if expressly agreed on in writing between the Parties, with the exception of amendments to these General Conditions as regulated in Article 26 of these General Conditions.
- 2.4 If one or more provisions of these General Conditions is/are declared void or is/are invalid or void at any time, in whole or in part, the other provisions of these General Conditions will continue to apply in full.
- 2.5 If and insofar as MYLAPS offers the Buyer third-party products or services, including software and firmware as referred to in Article 21, the different provisions of the conditions of those third parties will prevail.

Article 3.            Orders, Offers and Agreement

- 3.1 All Offers of MYLAPS, including Offers made on MYLAPS's website, are subject to contract and may be revoked by MYLAPS at any time. MYLAPS may furthermore revoke its Offer orally or in writing within seven days after MYLAPS receives written acceptance from the Buyer, in which case no Agreement is concluded between the Parties.
- 3.2 An Agreement with the Buyer is concluded the moment the Buyer accepts MYLAPS's Offer in writing and MYLAPS has received that written acceptance.
- 3.3 Oral Orders have been accepted if and insofar as they have been expressly confirmed in writing by MYLAPS to the Buyer or when MYLAPS commences the execution of the Order at the Buyer's request. Oral Agreements with agents and/or subordinates of MYLAPS are binding only if and insofar as they have been confirmed by MYLAPS in writing.
- 3.4 The documents that form part of the Offer, such as price lists, catalogues, samples, pictures, drawings and specifications of weight and dimensions, etc., are as accurate as possible but are not binding and are given to the Buyer for information purposes only, unless they have been expressly agreed on in writing in the Order or in the order confirmation.
- 3.5 Notwithstanding the preceding provisions of this Article 3, MYLAPS cannot be held to its Offer if the Buyer can reasonably understand that the Offer or part of the Offer contains errors in the price, typographical errors or other errors, and MYLAPS reserves the right to cancel Orders based on such errors.

Article 4.            Prices

- 4.1 Prices stated in an Offer or Agreement are denominated in euros and are exclusive of VAT, excise duties, import duties, freight charges, other charges imposed by the authorities and the costs of dispatch and handling, as well as other costs incurred under the Agreement.
- 4.2 Tax increases and excise duty increases after acceptance of an Offer by the Buyer and/or after the conclusion of an Agreement are for the Buyer's account and risk.
- 4.3 MYLAPS may adjust the prices all parts of prices of Products not yet delivered and/or not yet paid for if one or more cost factors change(s) after the conclusion of the Agreement in a manner that directly influences the cost of the Products to be delivered. MYLAPS may furthermore at any time immediately adjust the prices if a statutory price factor so necessitates. If MYLAPS changes the prices on the basis of this article, the Buyer has

the right to dissolve the Agreement within eight (8) days after the change of price enters into force. After that period of eight (8) days has ended, the Buyer is deemed to have accepted the change in price. If the Buyer is a Consumer, that period of eight (8) days does not apply.

- 4.4 MYLAPS reserves the right annually to increase the prices of its Products and services in accordance with the Price Index Figure of the *CBS* (Dutch Central Statistics Office) without any prior notification. A Client does not have the right to terminate the Agreement on that ground. A Consumer has the right to terminate the Agreement after the announced price increase by giving written notification within eight (8) days after receipt of the aforesaid announcement from MYLAPS. After the aforesaid period of eight (8) days has passed, the Consumer is deemed to have accepted the change in price.

#### Article 5. Delivery of Products

- 5.1 After an Agreement has been concluded, MYLAPS will deliver the Products stated in the Agreement.
- 5.2 Delivery to a Client is Ex Works, as defined in the ICC Incoterms 2012, unless the Parties have expressly agreed otherwise in writing. All the risk of transport of Products passes to the Client the moment the Products are delivered at the Client. In the absence of special written delivery instructions, delivery will be organised by a carrier selected by MYLAPS.
- 5.3 MYLAPS will deliver the Products to the Consumer at the delivery address stated by the Consumer. All the risks in Products to be delivered by MYLAPS pass to the Consumer the moment the Products are delivered by MYLAPS at the delivery address stated by the Consumer. However, the Products will remain MYLAPS's property in accordance with Article 10 until the Consumer has paid the price in full.
- 5.4 All the costs of and risks in the Products are for MYLAPS's account until the moment of delivery and pass to the Buyer as from the moment of delivery. The Buyer must take delivery of the Products immediately on the moment of delivery. If, however, the Buyer fails to perform its obligation to take delivery, the Products are at the Buyer's risk from the moment at which the non-performance commences. The date stated on the transport document will be regarded as the delivery date.
- 5.5 If Products are missing or are received in a damaged condition, the Buyer must require of the carrier that it make a note of condition on delivery and must file a claim for damages with MYLAPS immediately but no later than within ten (10) days after delivery. Products will be insured during transport only if the Buyer so expressly requests in writing; the costs of the insurance will be payable by the Buyer.
- 5.6 Under Article 10 of these General Conditions title to the Products delivered is transferred to the Buyer only after the Buyer has paid MYLAPS the entire price of the Products.
- 5.7 If the Buyer fails to take delivery of the Products at the moment of delivery or if the Buyer fails to provide the information required for delivery, the Products will be stored on behalf of the Buyer and for the Buyer's account and risk. If MYLAPS incurs loss in any form whatsoever as a result of the Buyer's refusal to take delivery of the Products ordered, the Buyer is liable for that loss. MYLAPS is not liable for any damage to the Products in storage. In the case of a Client it has a period of five days in that case in which to take delivery after all. As soon as that five-day period has passed:
- (a) all of MYLAPS's claims against the Client will fall due immediately;
  - (b) an immediately payable penalty of €500 will be forfeited for each day on which the Client fails to perform its obligation to take delivery, subject to a maximum of €5,000, notwithstanding MYLAPS's right to claim full damages. The penalties forfeited cannot be set off; and
  - (c) the storage costs will be payable by the Client.
- 5.8 Notwithstanding the other provisions of these General Conditions regarding extension of the delivery period, the delivery period will be extended by the duration of the delay incurred by MYLAPS due to the Buyer's failure to perform its obligation under an Order or Agreement or its failure to provide the requested cooperation in the execution of the aforesaid Order or Agreement.
- 5.9 MYLAPS has the right to set minimum numbers/minimum quantities for the Products to be delivered by MYLAPS or to provide that an Order will be delivered in parts. If the Products are delivered in parts, MYLAPS has the right to invoice each partial delivery separately. The Buyer must pay those partial invoices in accordance with Article 9 of these General Conditions.
- 5.10 If a Buyer wishes to suspend the delivery of an Order, MYLAPS will require written notification. MYLAPS must receive the notification at least thirty (30) days before the date of the scheduled delivery. If the Buyer cancels an Order, the Buyer will be charged a minimum of 30% of the price of the cancelled Order. If the Buyer cancels an Order for a Product especially manufactured for the Buyer, MYLAPS has the right to charge the Buyer the total price of the Product ordered. All the costs of dispatch of the Products will be payable by the Buyer, unless otherwise expressly agreed in writing. MYLAPS has the right to charge the actual costs of the return consignment if the Buyer cancels an Order.
- 5.11 All the costs of transport are payable by the Buyer. The Buyer must process the packaging of the Products delivered by MYLAPS in a manner that is in keeping with the applicable waste removal rules. The Buyer must indemnify MYLAPS from, hold it harmless against and defend it against any third-party claims based on failure to comply with the aforesaid rules.

#### Article 6. Delivery term

- 6.1 All delivery terms stated and/or agreed on are based on the circumstances of the work and on all the information and circumstances known to MYLAPS at the time at which the Order is confirmed by MYLAPS or the Agreement is concluded.
- 6.2 Although MYLAPS will attempt at all times to observe the delivery term to the extent possible, delivery terms are target dates, are stated for information purposes only and may in no event be regarded as strict deadlines. The mere exceeding of a delivery term by MYLAPS will not constitute breach. If the delivery term is exceeded, the Buyer does not have the right to cancel or revoke the Order or the Agreement, otherwise to terminate the

Agreement or to suspend payment of the purchase price. MYLAPS will in no event be required to reimburse the loss consequently incurred.

#### Article 7.            Inspection and returns

- 7.1 The Buyer must ensure that the Products are inspected within ten (10) days after the delivery date. In such an inspection the Buyer must check whether the Products delivered are in conformity with the Agreement, namely (a) whether the correct Products have been delivered; (b) whether the number/quantity of Products delivered is in accordance with the agreed number/quantity; and (c) whether the Products delivered are in accordance with the requirements of normal use.
- 7.2 The Buyer must inform MYLAPS in writing immediately, but no later than fourteen (14) days after delivery of the Products, if the Buyer believes that all or some of the Products delivered are not in conformity with the Agreement as referred to in Article 7.1.
- 7.3 If a complaint has not been reported within the term stated in Article 7.2 and/or does not meet the requirements referred to in Article 7.1, all the Buyer's rights in respect of the defect established or the breach established lapse by operation of law.
- 7.4 MYLAPS's returns policy can be found on [www.MYLAPS.com/returnspolicy](http://www.MYLAPS.com/returnspolicy); the Buyer accepts that policy. Before returning or exchanging a Product, the Buyer must contact MYLAPS immediately, but no later than fourteen (14) days after receipt of the Products. The Buyer is then given an authorisation number that must be stated when the Products are returned. The Buyer must return the Products to MYLAPS in their original or similar packaging. The Buyer bears the risk in and all the costs of a return consignment. Returns will not be accepted if they are received later than fourteen (14) days after the date on which the Buyer informed MYLAPS in writing of the returning or exchanging of the Products, as referred to in Article 7.2. Products specifically produced for the Buyer in accordance with the Buyer's requirements cannot be returned or exchanged.
- 7.5 Notwithstanding Article 7.1 to 7.4, a Consumer may dissolve the Agreement for the delivery of the Products and return the Products to MYLAPS up to fourteen (14) days after their delivery, without stating any reason, by means of written notification to MYLAPS. During that period the Consumer must handle the Products and packaging with due care. The Consumer may unpack the Products or use them only insofar as that is necessary to establish the nature, characteristics and functioning of the Products. The Consumer's cooling-off period referred to in this Article 7.5 does not apply to software whose seal has been broken and to Products manufactured on the basis of the Consumer's instructions.
- 7.6 Complaint will not release the Buyer from its payment obligations

#### Article 8.            Changes

- 8.1 A Product change may take place after the Buyer places an Order but before MYLAPS sends the Product. Products may consequently have minor differences compared with the Products ordered by the Buyer. MYLAPS has the right to deliver Products that differ from the agreed Products if the Product change is necessary due to applicable (possibly amended) statutory regulations or if the Product change is not of a drastic nature.

#### Article 9.            Payment

- 9.1 Credit periods will be set by MYLAPS. The Buyer must pay an invoice immediately after the Order has been placed but no later than on the day of delivery, without any discount or setoff
- 9.2 Payment must be made to MYLAPS by bank transfer, by credit card or by other agreed payment methods. Payment must be made in euros.
- 9.3 Payments will be deemed to have been received by MYLAPS only if they have actually been credited to MYLAPS's account.
- 9.4 MYLAPS has the right to demand full or partial payment in advance before delivering Products or to send Products COD (cash on delivery). The Buyer must comply at MYLAPS's first request.
- 9.5 If the Client fails to pay the invoice on or before the day of delivery or the different data agreed on, the Client will automatically be in default without any prior notice of default being required. The Client will owe contractual interest on the amount due as from the due date at a rate of 1.5% per month or part of a month, unless the statutory interest (or statutory commercial interest) is higher, in which case that statutory interest (or statutory commercial interest) applies. All of MYLAPS's claims against the Buyer will then fall due immediately.
- 9.6 All costs incurred by MYLAPS both in and out of court to enforce its rights will be payable by the Client. Notwithstanding the relevant statutory regulations, the out-of-court costs are set at 15% of the amount in question, subject to a minimum of €230, excluding VAT. Interest on the debt collection costs due will also be payable by the Client. If the costs actually incurred are higher, those costs actually incurred will be claimed.
- 9.7 If the Buyer objects to the invoice received, it Buyer must inform MYLAPS of those objections no later than one month after the invoice date in writing, failing which the invoice is deemed to be correct.
- 9.8 The Buyer in no event has the right to suspend its obligations towards MYLAPS and/or to set off a claim of its own against an amount payable to MYLAPS. Objections regarding the amount of the invoice or the Products delivered (complaints) will in no event entitle the Buyer to suspend payment and/or to set off any amount.
- 9.9 If the Consumer fails to pay the invoice on or before the date of delivery or the different data agreed on, the Consumer will be in default if he or she fails to pay the invoice after a reminder setting a repair period of fourteen (14) days in which to perform his or her payment obligations. The statutory interest on the amounts due will be payable by the Client as from the due date. The interest on the amount due will be calculated from the moment the Client is in default until the moment of payment of the entire amount due.
- 9.10 MYLAPS has the right to charge the Consumer the out-of-court debt collection costs incurred by MYLAPS, in accordance with the statutory regulations.

Article 10. Retention of title

- 10.1 Title to the Products delivered to the Buyer by MYLAPS will not pass to the Buyer until the Buyer has paid all the amounts regarding the claims that MYLAPS may have or obtain against the other party under all the Agreements with the Buyer and regarding the Products delivered, services provided or work performed in that regard, within the limits of Section 3:92 of the Dutch Civil Code.
- 10.2 MYLAPS will not lose its (retained) title if and/or because the Buyer treats or processes the Products received from MYLAPS. In that case the Buyer will automatically hold those Products for MYLAPS.
- 10.3 Until title to the Products delivered has passed to the Buyer, the Buyer may not pledge the Products or grant third parties any other rights in respect of the Products.
- 10.4 MYLAPS will furthermore be granted a silent pledge at its first request on the Products delivered to the Buyer. That pledge will also serve as security for the payment of any and all claims that MYLAPS has or will have against the Buyer. At MYLAPS's first request the Buyer must do anything that MYLAPS can reasonably expect of it to help MYLAPS create its pledge, including signing the deed of creation of the pledge, registering it with the Tax Administration and signing financial statements or security agreements that are necessary to create the pledge for MYLAPS. During that period the Buyer may not pledge the Products or grant third parties any other rights in the Products.
- 10.5 The Buyer must carefully keep the Products delivered subject to retention of title, must ensure that they are identifiable as property of MYLAPS and must insure the Products and keep them insured for the duration of the retention of title against fire, damage caused by explosion, water damage and theft, and must give MYLAPS access to the policy of that insurance at MYLAPS's first request.
- 10.6 At MYLAPS's first request all of the Buyer's claims against insurers of the Products on the grounds of the insurance taken out under Article 10.5 must be pledged to MYLAPS in the manner referred to in Section 3:239 of the Dutch Civil Code.
- 10.7 If the Buyer fails to perform its obligations towards MYLAPS or MYLAPS has reasonable ground to fear that the Buyer will fail to perform those obligations, MYLAPS has the right immediately to take back the Products to which the retention of title applies, or arrange for them to be taken back, at the Buyer or at third parties that hold those Products for the Buyer. The Buyer must give MYLAPS unhindered access to the Products for that purpose. The Buyer must fully cooperate in that regard on pain of an immediately payable penalty of 10% of any and all amounts payable by the Buyer to MYLAPS per day or part of a day on which the Buyer fails to perform that obligation, notwithstanding its right to demand performance of the obligations referred to in the preceding sentence and/or damages. If the Products have been taken back, the Buyer may be given credit for those Products at the market value of the Products taken back on the day on which they are taken back, which will be determined by MYLAPS. The credit given will in no event be higher than the original price after deduction of the costs of taking back the Products.
- 10.8 The Buyer may sell and transfer the Products that are subject to retention of title to third parties in the Buyer's ordinary course of business. If the Buyer delivers the Products to its customers on credit, the Buyer must stipulate retention of title at its customers in accordance with the provisions of these General Conditions. At MYLAPS's first request the Buyer must immediately transfer to MYLAPS by means of assignment all rights of action that the Buyer or its customer has and/or will acquire with regard to the delivery to its customer of the Products that are subject to MYLAPS's retention of title. The Buyer may not transfer or pledge to third parties any claims that it has against its customers.

Article 11. Confidentiality of confidential information

- 11.1 MYLAPS and the Buyer must observe confidentiality with regard to information of which the Parties know or could reasonably suspect that it is confidential information. Confidential information in any event includes business information of the other party that has not been made public and whose (unauthorised) disclosure or use might harm that party, including but not limited to software (including source codes and object code), product plans, internal designs, prices, marketing and sales information, lists of customers and suppliers, personnel information, knowhow or trade secrets. This duty of confidentiality in any event means that a party (a) may not disclose, reveal, distribute, publish, reproduce, decompile, reverse engineer, photograph or exhibit the internal structure of Products on social media or elsewhere; (b) may not forward or hand over to third parties the other party's confidential information or part thereof, in any manner or in any form whatsoever; and (c) may not make use of the other party's confidential information otherwise than regulated in the Agreement. A party may not share the confidential information with third parties, other than its staff, including its employees, agents and subcontractors, if they require that information in order to perform the Agreement.
- 11.2 Both MYLAPS and the Buyer will also impose the obligations under this Article 11 on the employees and third parties whom they engage in the performance of the Agreement.
- 11.3 Both Parties undertake to take the necessary precautions to safeguard the confidential nature of the other party's confidential information by observing at least the same level of care as if its own confidential information were involved.
- 11.4 If a party has made unauthorised use of confidential information or disclosed it in an unauthorised manner, that party must immediately inform the other party accordingly and must help the other party recover that confidential information and prevent further unauthorised use or unauthorised distribution. If a party is obligated by a court or government body to disclose confidential information of the other party, it must inform the other party accordingly before providing the confidential information.
- 11.5 Both MYLAPS and the Buyer must treat the confidential information that they have received from the other party with a view to the performance of the Agreement confidentially for a period of five (5) years after that confidential information became available to them and may not disclose it to any third party, unless such disclosure is necessary for the performance of the Agreement, and may not use it for any purposes other than

- the performance of that Agreement. Both MYLAPS and the Buyer must also impose the obligations under this article on their employees and any third parties that they engage in the performance of the Agreement.
- 11.6 Designs, information material, drawings and other materials made available to the Buyer by MYLAPS will remain MYLAPS's exclusive property, even if costs have been charged for them. Those designs and drawings and that information material may not be shown or made available to third parties and the Buyer may not keep a copy of those designs and drawings and that information material, unless otherwise expressly agreed in writing.
- 11.7 If the Buyer breaches the bans referred to in this article, the Buyer will forfeit to MYLAPS an immediately payable penalty, not subject to setoff, in the amount of €10,000 (in words: ten thousand euros) per breach, without any notice of default being required and without prejudice to all of MYLAPS's other rights, including its right to demand specific performance and its right to claim damages.

#### Article 12. Intellectual property rights

- 12.1 The Buyer may not change, remove or cause the removal of any reference to copyrights, trademarks, trade names or any other intellectual or industrial property right from the website, databases, Products, software, databases, hardware or other materials of MYLAPS.
- 12.2 All intellectual and industrial property rights, including but not limited to trademarks, copyrights, design rights, database rights, trade name rights and patent rights that have been used or that arise from or are attached to the Products in the performance of the Agreement, including but not limited to Products, production processes, applications, concepts, designs, algorithms, documentation, programming languages, protocols, drawings, inventions, designs, techniques, works, procedures, outcomes, creations, presentations, software, knowhow, data collections and other knowledge, as well as the methods by means of which services are provided by MYLAPS and the processes of which those services consist (referred to below as "Intellectual Property Rights") are vested exclusively in MYLAPS, unless otherwise expressly agreed. Notwithstanding the above, these General Conditions nor any individual Agreements pertain to the transfer of Intellectual Property Rights to the Buyer.
- 12.3 The Buyer acknowledges MYLAPS's Intellectual Property Rights and must refrain from any infringement of those Intellectual Property Rights. If the Buyer has any knowledge or suspicion of infringement or imminent infringement of MYLAPS's Intellectual Property Rights, the Buyer must immediately inform MYLAPS accordingly in writing.
- 12.4 Insofar as mandatory provisions of law do not so oppose, the Buyer may not (i) reproduce and/or decompile or reverse engineer the Products; (ii) remove and/or override security measures and technical restrictions in the use of the Products; (iii) copy and distribute the Products via any medium whatsoever; (iv) disrupt or threaten to disrupt the Results Website and/or the Products; (v) intercept and decode the data streams from and to MYLAPS's servers; (vi) develop activities that MYLAPS regards as an unreasonable or disproportionate burden on the infrastructure; and/or (vii) upload invalid data, viruses or computer worms to the Results Websites or the Products.
- 12.5 The Buyer will be granted only a licence for the use of the Intellectual Property Rights expressly granted in these General Conditions and by law. A right of use granted to the Buyer is revocable and non-exclusive and cannot be transferred to third parties or sublicensed.
- 12.6 The Buyer must state on all results (including prints and copies thereof) of the software supplied by MYLAPS some reference to MYLAPS's trademark and/or Web address ([www.mylaps.com](http://www.mylaps.com)). If the Buyer uses the software to depict information on monitors or TV screens, MYLAPS's trademark and/or Web address must also be stated there. MYLAPS reserves the right to prohibit certain types of commercial or other exploitation of results generated by means of software, at MYLAPS's exclusive discretion.
- 12.7 To the best of MYLAPS's knowledge its Products, software, firmware and documentation do not infringe any third-party intellectual property rights. MYLAPS is not liable for any loss (direct or indirect) incurred by the Buyer as a result of claims from third parties based on infringement or alleged infringements of those third parties' intellectual property rights.
- 12.8 In the event of breach of one or more of the provisions of this article (Intellectual Property Rights) by the Client, the Client will forfeit to MYLAPS an immediately payable penalty, not subject to setoff, in the amount of €50,000 (in words: fifty thousand euros) per breach, and of €1000 (in words: one thousand euros) for each day on which the breach continues, subject to MYLAPS's right to claim full damages or to file other claims.

#### Article 13. Force majeure

- 13.1 Neither of the Parties will be liable towards the other party for failure to perform its obligations (except for its payment obligations) during a period in which such performance is delayed by circumstances beyond the Parties' control, such as fire, flooding, war, embargoes, strikes, riots, interruptions in delivery, materials and semi-manufactured products required that are not supplied by third parties, downtime of machines and other accidents or the intervention of government bodies (referred to below as "**Force Majeure**"). During an event of Force Majeure, the Party relying on Force Majeure must give written notification of the event of Force Majeure. If the event of Force Majeure lasts longer than 30 days, the other party has the right to terminate all or part of the Agreement with immediate effect by giving written notice to the party whose performance has been delayed by the event of Force Majeure.
- 13.2 Notwithstanding Article 13.1, if MYLAPS is partly able to perform during the event of Force Majeure, it has the right to perform the Agreement and to invoice it separately as if it was a separate Agreement.

#### Article 14. Breach of performance by the Buyer and termination of the Agreement

- 14.1 For the purposes of these General Conditions "**Breach of Performance**" means the following: (1) the Buyer fails to make payments when they are due; and (2) the Buyer fails to comply with one or more provisions of

these General Conditions or the Agreement. In the event of Breach of Performance the Buyer will immediately be in default and all the Buyer's payment obligations towards MYLAPS on any ground whatsoever will fall due immediately and in full. MYLAPS will have the right to demand immediate payment of those immediately payable claims, or security for those immediately payable claims. If the Buyer is a Consumer, however, the Consumer will be in default if he or she fails to perform his or her obligations correctly and in full after a demand setting a repair period of fourteen (14) days in which to perform his or her obligations.

- 14.2 In the event of Breach of Performance, MYLAPS may, at its option and without waiving other rights or remedies available to it, (a) suspend the performance of its obligations towards the Buyer until payment has been made and/or security for all payment obligations has been provided; and/or (b) exercise its rights set out in Article 10 of these General Conditions; and/or (c) give notice of termination of the Agreement and all additional Agreements with immediate effect and suspend or terminate existing Orders, Contract Products or other services and/or refuse additional Orders from the Buyer, until MYLAPS has received all overdue payments; (d) disengage Products or Software and/or access of one or more users to the Software, MYLAPS's Website for Events Results and/or other online platforms of MYLAPS; (e) terminate the licence for the use of the software granted under Article 21 and/or suspend, terminate, withdraw or cease the access of one or more users to the Software; and/or (f) exercise other rights or remedies available to MYLAPS under these General Conditions, a separate Agreement or the applicable legislation.
- 14.3 MYLAPS may terminate the Agreement in whole or in part without any notice of default and with immediate effect if (a) the Client is granted a suspension or provisional suspension of payment; (b) a petition or provisional petition in the Client's insolvency is filed; (c) the Client's business is liquidated or terminated otherwise than for a reconstruction or merger of businesses; (d) the control over the Client's business changes; (e) the Client is taken over by or merges with a competitor of MYLAPS; or (f) the Buyer is involved in fraudulent, misleading or unlawful activities, without prejudice to all of MYLAPS's other rights, including MYLAPS's right to demand specific performance and/or damages or to file legal actions. MYLAPS will in no event be required on the grounds of this termination to refund any amounts already received or to pay any damages. If the Buyer is put into liquidation, the right of use of the software etc. made available to the Buyer will lapse by operation of law.
- 14.4 Amounts that MYLAPS has invoiced before the termination referred to in Article 14.2 or 14.3 for services or Products that it has already properly provided and delivered, respectively, in performing the Agreement will remain due in full, subject to the provision of the preceding sentence, and will fall due immediately at the time of termination. If the Buyer is to blame for the termination under this article, MYLAPS is entitled to reimbursement of the loss consequently incurred and to be incurred by it.
- 14.5 MYLAPS is not liable towards the Buyer for loss incurred by the Buyer as a result of the exercising of its rights recorded in this article. MYLAPS furthermore reserves the right to collect all overdue payments in a manner as referred to in Articles 9.5 to 9.10.

#### Article 15. Warranties, disclaimers and repairs

- 15.1 MYLAPS will use its best endeavours to deliver the Products in the same number and quality as the number and quality recorded in the Agreement.
- 15.2 The warranty periods for Products of MYLAPS (including ongoing warrantee and coverage for replacement of certain Contract Products for the duration of the contract period) can be found at [www.mylaps.com/warranty](http://www.mylaps.com/warranty) or in the documentation that MYLAPS provides together with those Products. The warranty period commences on the day on which the Products are sent to the Buyer.
- 15.3 During the warranty period MYLAPS warrants the following:
- (a) MYLAPS will repair or replace Products during the applicable warranty period of the Products that, at MYLAPS's exclusive discretion, have become defective due to unsound material, skills or design, unless those defects are due to dispatch, incorrect installation, maintenance or use, abnormal operating conditions, attempts of the Buyer or third parties to alter or repair the Products, or use of the Products in combination with other items.
  - (b) If repair or replacement of the Products is impossible for MYLAPS or cannot reasonably be required of MYLAPS, MYLAPS may opt to repay the purchase price of the Products or to supply replacement Products.
  - (c) MYLAPS's liability is strictly limited to replacement, repair, credit or compensation within the meaning of Section 7:24 of the Dutch Civil Code, at MYLAPS's option. All replaced parts will be MYLAPS's property.
  - (d) Installation and other services will be offered in a sound and professional manner in accordance with generally applicable standards in the sector.
  - (e) The software supplied will be in conformity with the functional specifications and current documentation offered by MYLAPS. MYLAPS's obligation to repair software defects is described in Article 21.17.
- 15.4 The Buyer may rely on an agreed warrantee only if the following conditions have been met:
- (a) MYLAPS has been notified by the Buyer immediately after the discovery that the Products are not in conformity with the warranty and MYLAPS has been provided with the invoice number in question, the date of purchase and a copy of the original invoice; and
  - (b) the allegedly defective Products are returned to MYLAPS within two (2) weeks after the notification to MYLAPS referred to in (a) and the costs of dispatch are paid in advance; and
  - (c) an investigation of the Products by MYLAPS confirms that the alleged defect exists and was not caused by incorrect use, neglect, negligence, the manner of storage, improper installation or use, or modification or an accident; and
  - (d) with regard to MYLAPS Products that contain firmware, the Buyer has upgraded the firmware in the Product in question within one (1) month after MYLAPS offered to provide the Buyer with such upgraded firmware.

- If the requirements set out above have not been met, any warranty rights will lapse and MYLAPS will be released from any and all liability based on the supply of defective Products.
- 15.5 Notwithstanding the above provisions, MYLAPS does not give any warranty, of any type, nature or description whatsoever, either express or implied, including but not limited to warranties regarding saleability, warranties regarding third-party products, suitability of the Products for a certain purpose or the absence of infringement of third-party intellectual property rights. MYLAPS hereby also expressly rejects any and all liability with regard to the above. MYLAPS does not give any warranty that the functioning of all the Products, software, firmware or the provision of services will be uninterrupted and error-free.
- 15.6 Warranties on third-party products are offered by the third party in question.
- 15.7 MYLAPS will not be under any repair obligations or other warranty obligations with regard to defects reported after the applicable warranty period has lapsed, unless the Parties have entered into a maintenance agreement in which that repair obligation is set out.
- 15.8 MYLAPS will charge work costs and repair costs for repair work that falls outside the scope of the warranty in accordance with the customary rates. MYLAPS may also return the defective product to the Buyer if the Buyer so agrees. If the product is returned to the Buyer, €25 will be charged in handling costs. The provisions regarding delivery set out above in this Article 5 apply to the returning of Products as referred to in this article.
- 15.9 MYLAPS reserves the right, at its discretion, to put an end to repair obligations or other warranty obligations if those obligations relate to Products that have reached the end of their expected service life. In the case of Consumers the above provision is without prejudice to the Consumer's right to repair, replacement or refund of the invoice value of a Product. If it is established that a Product is not in conformity with the Agreement, MYLAPS may at its option replace the Products in question on their return with new Products, or refund the invoice value of those Products to the Consumer, after the Products already received have been returned.

#### Article 16. Limitation of liability

- 16.1 If it is established in court or otherwise that MYLAPS is liable towards the Buyer for loss incurred under the Agreement or on the grounds of a wrongful act or on any other ground, that liability, including a payment obligation, if any, under Section 6:230 and/or Section 6:271 of the Dutch Civil Code will at all times be limited in total to the provisions of this article:
- (a) the Buyer may in no event hold MYLAPS liable for loss incurred because MYLAPS has proceeded on the basis of incorrect data/files provided by or on behalf of the Buyer;
  - (b) the Buyer may in no event hold MYLAPS liable for any interruption of operations, loss of profit, lost income, loss of orders, lost sales, lost savings, loss caused by business and other interruption, loss caused by the use of Products supplied by MYLAPS, loss as a result of personal injuries or damage to goods or other property of the Client, loss as a result of liability towards third parties, and other indirect or consequential loss incurred by the Client;
  - (c) the Buyer may in no event hold MYLAPS liable for loss resulting from errors in technical documentation;
  - (d) the Buyer may in no event hold MYLAPS liable for the consequences of breach on the part of the Buyer;
  - (e) the Buyer may in no event hold MYLAPS liable if loss is due to failure of the Buyer to follow MYLAPS's instructions, if the Buyer has repairs performed by third parties, makes alterations to Products supplied, uses hardware and/or software and/or batteries of third parties, or buys or sells Products on the market for second-hand products. In that case warranties as referred to in Article 15 will also lapse and the costs of use referred to in Article 12.3 will be payable by the Buyer;
  - (f) the Buyer may in no event hold MYLAPS liable for loss as a result of use of the Products supplied, including but not limited to the installation of the Products and the attachment of the Products to other objects;
  - (g) MYLAPS's liability towards the Buyer, including any payment obligation under Section 6:230 and/or Section 6:271 of the Dutch Civil Code, will at all times be limited to the amount paid by MYLAPS's liability insurer in the case in question;
  - (h) if MYLAPS's liability insurer does not make payment, for any reason whatsoever, MYLAPS's liability, including any payment obligation under Section 6:230 and/or Section 6:271 of the Dutch Civil Code will be limited to:
    - the net value of the invoice for the Products to which the harmful event relates or, if several invoices relate to the harmful event, the net value of the last invoice in that series sent to the Buyer by MYLAPS before the time at which the harmful event occurred; or
    - if the harmful event is not based on the delivery of Products or if no invoice has been sent for those Products, the net value of the last invoice sent to the Buyer by MYLAPS before the time at which the harmful event occurred; and
    - MYLAPS's total liability, regardless of the number of harmful events, will in no event exceed €50,000.
- 16.2 MYLAPS's liability on the grounds of breach on the part of MYLAPS in providing the services that MYLAPS offers via its website will in no event exceed €500 per injured party.
- 16.3 MYLAPS is liable only for loss caused by non-performance or improper performance of an Agreement if the Buyer immediately gives MYLAPS written notice of default, setting a reasonable term in which to remedy the non-performance and MYLAPS fails to perform its obligations also by the end of that term. The notice of default must set out a full and detailed description of the non-performance that enables MYLAPS to adequately respond.
- 16.4 A claim for damages of the Buyer will lapse as soon as three months have passed since the claim arose or if the Buyer became aware of the loss and did not properly inform MYLAPS accordingly. If the Client has informed MYLAPS and has properly given MYLAPS notice of default, the claim lapses if the Client has not filed a claim against MYLAPS within twelve months after that notification. Contrary to the preceding provision, if the

Consumer has notified MYLAPS and has given MYLAPS proper notice of default, the claim will lapse if the Consumer has not filed a legal action against MYLAPS within two years after the notification.

- 16.5 The limitations of MYLAPS's liability set out in these General Conditions must be regarded as also having been given to third parties that are involved in the supply of Products purchased by the Buyer.

Article 17. Indemnity

17.1 The Buyer must indemnify MYLAPS and hold it harmless from and against, and must assist it both in and out of court with regard to, claims or judicial proceedings filed by third parties arising from (a) all claims of third parties regarding damage, loss, costs and expenses of those third parties arising from or related to breach in the performance of an Agreement by the Buyer; (b) the incorrect removal of scrapped Products supplied to the Buyer in breach of applicable local, regional and national laws, decrees, rules and regulations regarding the removal of scrapped electrical and electronic equipment (including Directives 2002/96/EC, 2003/108/EC and 2008/98/EC); (c) fines for which MYLAPS's liability in relation to the Buyer is excluded in Article 18 of these General Condition; and (d) breach or alleged breach by the Buyer of applicable export legislation, regulations or orders.

17.2 Each party must indemnify the other party and hold it harmless from and against, and must defend it against, claims or judicial proceedings filed by third parties based on failure to comply with its statements, warranties or other obligations under these General Conditions.

Article 18. Collection of personal data

18.1 MYLAPS collect certain data (including personal data such as names, addresses, credit cards details and other details that are necessary for the Buyer and for the delivery of the Products and provision of services) of persons (participants) who register via the hosted website(s) for events or other activities. Those data are stored in secured internal and external servers. The Buyer will grant MYLAPS a non-exclusive, worldwide, royalty-free, permanent, irrevocable license to use, compile, distribute, depict, store, process or reproduce those data exclusively for the purposes determined by the Buyer. The Buyer furthermore gives MYLAPS the right to copy and update this material and this content on servers of MYLAPS (or servers of its suppliers) during the term of the Agreement. MYLAPS will destroy all the data in its possession on termination of the Agreement or at the Buyer's first request.

18.2 The Buyer warrants and declares that it has acquired all rights, permits and approval required to use and transfer this information in combination with offering MYLAPS's Products and services.

18.3 The Buyer is responsible for the processing of the data that are regarded as "personal data" as defined in the *Wet bescherming persoonsgegevens* (Personal Data Protection Act). The Buyer warrants towards MYLAPS that the contents, use and/or processing of the data will not be unlawful and will not infringe any third-party rights. The Buyer indemnifies the Supplier against any legal action of a third party, on any ground whatsoever, related to these data or the performance of the Agreement.

Article 19. Privacy

19.1 MYLAPS's privacy policy states how MYLAPS handles personal data of the Buyer and how MYLAPS protects the Buyer's privacy. MYLAPS's privacy policy can be found at [www.mylaps.com/privacypolicy](http://www.mylaps.com/privacypolicy).

Article 20. Installation

20.1 The technical advice, installation services, drawings, instructions or other documentation made available to the Buyer by MYLAPS with regard to the requirements regarding the environment and installation of the hardware, firmware and/or software are guidelines only. The guidelines provided by MYLAPS are in conformity with the manufacturer's original specifications. MYLAPS does not warrant that if the Buyer has observed the guidelines, the environment will meet in a specific case the hardware requirements specified by MYLAPS.

20.2 The Buyer must ensure that the environment meets the hardware requirements specified by MYLAPS in a specific case (e.g. with regard to temperature, humidity, technical environment requirements etc.). If the guidelines given by MYLAPS for the environment and the installation of the Products in a specific case (as referred to in Article 20.1) are inadequate to meet the hardware requirements specified by MYLAPS, the Buyer is responsible for changing the environment.

20.3 If MYLAPS and the Buyer so agree in writing, MYLAPS will arrange for the installation of the Products, on the following conditions:

- (a) The Buyer must offer a suitable installation location with all the necessary facilities, such as cabling and telecommunications facilities, and the Buyer must follow all the necessary instructions given by MYLAPS for the installation before the delivery of the hardware.
- (b) MYLAPS will in no event be required to perform data conversion.
- (c) The Buyer must give MYLAPS access to the installation location on normal working hours and during MYLAPS's normal office hours.

Article 21. Firmware and software

Licence

21.1 Subject to full payment for the applicable Products and continuous compliance with the provisions of these General Conditions by the Buyer, MYLAPS grants the Buyer a non-exclusive, non-transferable, royalty-free licence, which cannot be sublicensed, for the loading of, access to and use of the software and firmware, exclusively insofar as necessary to enable the Buyer to use the Products supplied by MYLAPS, exclusively in accordance with the function of the software and/or firmware given to it by MYLAPS and exclusively within the limits of these General Conditions. With regard to the Contract Products described in Article 22, the licence under these General Conditions is granted only insofar as there is a valid separate Agreement or a valid

- contract, and it will end immediately as soon as the term of the separate Agreement or the contract has ended and the Buyer no longer performs its periodical payment obligations. No rights, including intellectual property rights, will be transferred to the Buyer. The Buyer must at all times strictly comply with the limitations of use agreed on between the Parties.
- 21.2 The Buyer must accept the software and the firmware “as is – where is”, meaning in the condition that it is in at the time of delivery and therefore with all visible and invisible defects and other shortcomings.
- 21.3 MYLAPS may suspend, terminate, withdraw or end the licence referred to in Article 21.1 if the Buyer uses the software and/or the firmware contrary to these General Conditions. In that case MYLAPS is not liable for any loss consequently incurred by the Buyer.
- 21.4 The Buyer may not:
- (a) copy, compile, reverse compile, disassemble, analyse or reverse engineer aspects of the Products supplied, including the firmware;
  - (b) sell, rent out, sublicense or transfer the software and firmware and data carriers on which the software and/or firmware are recorded, grant restricted rights to that software and/or firmware or those data carriers or offer them to third parties in any manner or for any purpose;
  - (c) offer third parties external or non-external access to the software or install the software at third parties for hosting purposes, not even if those third parties use the software exclusively for the benefit of the Buyer;
  - (d) produce derived works on the basis of the software and/or firmware or documentation;
  - (e) compile, reverse compile, disassemble, analyse or reverse engineer the software or in any manner attempt to trace or reproduce the source codes for the software or part of the software;
  - (f) alter the software or hardware, unless MYLAPS has confirmed that alteration is necessary in order to remedy defects;
  - (g) use the software to process data for third parties (time sharing);
  - (h) make or attempt to make unauthorised use of, or have unauthorised access to, networks or hardware of MYLAPS or third parties;
  - (i) allow other persons or entities to use the software or a copy of the software;
  - (j) be involved in fraudulent activities of any nature whatsoever; or
  - (k) limit, prevent, hinder or otherwise disrupt or affect the performances of the website or other facilities for the provision of services or delivery of Products by MYLAPS (or suppliers of MYLAPS).
- 21.5 The source code of the software and/or firmware and the technical documentation generated during the development of the software and/or firmware will in no event be made available to the Buyer. The Buyer acknowledges that the source code is of a confidential nature and contains trade secrets of MYLAPS.
- 21.6 Each decoder or transponder of MYLAPS is unique, in order to warrant the correctness of the results generated by means of the transponder or decoder. If the Buyer purchases a decoder or transponder from MYLAPS, MYLAPS will give the Buyer a non-exclusive, non-transferable, royalty-free licence that cannot be sublicensed for the use of the database of unique transponders. The Buyer may not break into the database of unique transponders by making use of transponders or decoders that have not been produced and/or approved by MYLAPS.
- 21.7 If the Client acts in breach of the provisions of Article 21.6, the licence referred to in that article will end with immediate effect and the Client will forfeit to MYLAPS an immediately payable penalty, not subject to setoff, in the amount of €50,000 (in words: fifty thousand euros) per breach and of €1000 (in words: one thousand euros) per day on which the breach continues, subject to MYLAPS’s right to claim full damages or to file other claims.
- Firmware*
- 21.8 The Products supplied by MYLAPS may contain firmware. MYLAPS reserves all rights regarding that firmware.
- 21.9 Some Products of MYLAPS have firmware that must be updated each year. The Buyer must download and install those firmware updates each year to ensure that the Products remain operational. Some Products (such as the decoders) must furthermore be synchronised with MYLAPS’s website for the downloading of statistical data on use, as described in more detail in the documentation of the Products. If the Buyer fails to download the annual firmware updates and to perform the required synchronisation with MYLAPS’s website, the Products will cease to function. The Buyer is fully responsible for the downloading and installation of these annual firmware updates and for the performance of the required synchronisation with MYLAPS’s website.
- 21.10 The Buyer itself is responsible for installing, setting and designing parameters for and adjusting the software and, if necessary, adjusting the hardware and the user environment used in this regard. Unless otherwise expressly agreed in writing, MYLAPS is not required to convert data.
- 21.11 MYLAPS has the right to take technical measures to protect the software and to arrange for the agreed restrictions in the duration of the right to use the software. The Buyer may not remove or override these technical measures.
- 21.12 Unless MYLAPS offers the Buyer a backup of the software, the Buyer may make one backup of the software, which may be used only in the event of damage of or involuntary loss of possession of the original copy of the software. The backup may be installed only after damage or involuntary loss of possession. A backup must have the same labels and copyright designations as the original copy.
- 21.13 The Buyer may use the software only within its own company or organisation, on one processor and for a specified number or type of users or terminals to which the right of use granted relates. The Buyer’s processor on which the software is used for the first time and the number of terminals connected to that processor during that first use will be regarded as the processor and the number of terminals to which the licence relates. The licence may relate to several processors if that was expressly agreed on in writing between the Parties.

- 21.14 The use of software with timing hardware not approved by MYLAPS or other Products or incorrect/incompatible software may cause the software or the Products to break down or to function incorrectly. The Buyer indemnifies MYLAPS against any resulting liability.
- 21.15 The Buyer must immediately return to MYLAPS all the copies in its possession after the right of use of the software has ended. If the Parties have agreed that the Buyer must destroy the copies in question as soon as the right of use ends, the Buyer must immediately give MYLAPS written notification of that destruction.
- 21.16 MYLAPS will provide the Buyer with the software on data carriers of the agreed format and type and with the agreed layout. Unless otherwise expressly agreed in writing, the Buyer is responsible for the installation, setting and designing of parameters for and for adjusting the software and, if necessary, adjusting the hardware and the user environment used in this regard. MYLAPS is not required to convert data.
- 21.17 MYLAPS will use its best endeavours to repair defects of the software and/or firmware within a reasonable period if and insofar as the defects have been reported to MYLAPS in writing, with a detailed description. In these General Conditions "defect" means that the software largely does not meet the functional or technical specifications of the software expressly stated by MYLAPS in writing and, if all or part of the software is custom-made, the functional or technical specifications expressly agreed on between the Parties. A defect exists only if the Buyer can prove it and the defect is reproducible. The Buyer must immediately inform MYLAPS in writing of any defects. Repairs will be performed free of charge, unless all or part of the software is custom-made, in which case MYLAPS will charge the repair costs at the customary rate. In the event of user errors, injudicious use by the Buyer or external causes that are not attributable to MYLAPS, such as defects of the Internet, data network connections, voltage facilities or links to hardware, software or materials that do not come under MYLAPS's maintenance obligation, MYLAPS is not required to repair any resulting defects. MYLAPS will in no event be required to repair damaged or lost data. If the Buyer makes or has made changes to the software without MYLAPS's prior written consent, MYLAPS cannot be required to repair the software. Defects will be repaired at a location to be determined by MYLAPS. MYLAPS may install temporary solutions, workarounds or problem-avoiding limitations in the software.
- 21.18 In the case of a Client, a Defect must be reported to MYLAPS within three (3) months after delivery. MYLAPS is under no obligations regarding the repairing of Defects reported by the Client after the aforesaid period of three (3) months has passed, unless the Parties have entered into a maintenance agreement in which that repair obligation is recorded.
- 21.19 The Buyer hereby grants MYLAPS or an agent designated by MYLAPS the right during normal working hours to perform an audit regarding the use of the software by the Buyer. The Buyer must cooperate in that audit and the Buyer must provide MYLAPS with all the data that reasonably relate to the use of the software by the Buyer. The audit is limited to verification of compliance with the provisions of these General Conditions by the Buyer.
- 21.20 MYLAPS may deactivate all or part of the software for preventive, corrective or adaptive maintenance or other types of service, without that giving rise to any liability on the part of MYLAPS for any loss consequently incurred by the Buyer.
- 21.21 The Buyer is aware that the availability of the systems used for access to and interaction with the Products and software, including telephone, computer networks, the Internet or systems for the dispatch of data, are unpredictable and may occasionally cause breakdowns in the use or the functioning of the Products or software or may make that use or that functioning impossible (or temporarily impossible). MYLAPS is not liable for such breakdowns or prevention of access to or use of the Products or software.
- 21.22 The Buyer must immediately return to MYLAPS all the copies in its possession after the right of use of the software has ended.
- 21.23 If the Buyer uses the software contrary to the provisions of these General Conditions, the Buyer owes MYLAPS an immediately payable penalty, not subject to setoff, in the amount of €10,000 (in words: ten thousand euros) per breach, without any notice of default being required and without prejudice to MYLAPS's right to claim specific performance and/or damages.
- 21.24 The Buyer must immediately return to MYLAPS all the copies in its possession when the right of use of the Software ends.

**Article 22. Contract Products**

22.1 MYLAPS offers the following Contract Products:

- (a) FLEX. The Buyer may purchase FLEX Contract Products for an initial period of one year, two years or five years. After the end of the initial period the Buyer may at its option extend the Contract Products in a manner indicated by MYLAPS. If the Buyer no longer makes the required periodical payments, or if the contract period ends and the Buyer has not extended the Contract Products in a timely manner, the Flex Contract Products and the related Products will no longer function. In that case MYLAPS also reserves the right to terminate the access of the Buyer (and its end users) to the Results Website with immediate effect. Information on the Flex Contract Products can be found at [www.mylaps.com/flexproducts](http://www.mylaps.com/flexproducts).
- (b) Club FLEX. The Buyer may purchase Club FLEX Contract Products for an initial period of one year. To guarantee the functioning of the Club FLEX Contract Products during the term of the Contract Product, the Buyer must perform a firmware update each year. If the Buyer no longer makes the required periodical payments or if the contract period ends and the Buyer has not extended the Contract Product in a timely manner, the Club FLEX Contract Products and the related Products will no longer function. In that case MYLAPS also reserves the right to terminate the access of the Buyer (and its end users) to the Results Website with immediate effect. Information on the Club FLEX Contract Products can be found at [www.mylaps.com/clubflexproducts](http://www.mylaps.com/clubflexproducts).
- (c) BibTag Usage. The Buyer purchases BibTag Use Contract Products for one-off use. BibTag Usage Contract Products are designed as disposable Products. The Buyer can use the BibTag Usage Contract Product several times, in which case the user rate is payable to MYLAPS by the Buyer per use. If the

Buyer no longer makes the required payments for the use, the BibTag Usage Contract Products and the related Products (including the BibTag decoder) will cease to function. Information on the BibTag Usage Contract Products can be found at [www.mylaps.com/bibtagusage](http://www.mylaps.com/bibtagusage).

- 22.2 MYLAPS will terminate the supply of Contract Products if the Buyer no longer makes the required periodical payments or if the agreed term ends.
- 22.3 The Buyer is responsible for the implementation of updates of the firmware belonging to the Contract Products and for the synchronisation of the Contract Products with MYLAPS's website.
- 22.4 All FLEX and Club FLEX Products come under the warranty, until the agreed term ends and for as long as the Buyer makes the required periodical payments. Information on the warranty regarding the Contract Products can be found at [www.mylaps.com/warranty](http://www.mylaps.com/warranty) or in the documentation that MYLAPS provides together with these Products.

#### Article 23. Results Website

- 23.1 The Buyer can use some software and hardware Products of MYLAPS to upload results of competitions and training sessions to servers of MYLAPS or other external locations. MYLAPS may furthermore require the conclusion with the Buyer of a Hosted Software and Services Agreement or a similar agreement to record the specific conditions of use. In that case the conditions of that agreement apply in addition to the provisions of these General Conditions.
- 23.2 MYLAPS's Results Website ([www.mylaps.com/en/events](http://www.mylaps.com/en/events)) was specifically developed for use with timing hardware and software of the MYLAPS trademark and can be damaged if data of non-MYLAPS Products are downloaded. To protect the integrity of MYLAPS's Results Website and to avoid damage to it, the Buyer and its end users may upload only results that have been generated by means of hardware and software of MYLAPS. If the Buyer fails to perform its obligations recorded in this Article 23.2, MYLAPS reserves the right to collect costs of software use up to a maximum of €1000 each time the data are uploaded of Products (including transponders and decoders) that do not belong to MYLAPS, by way of user costs rather than as a penalty, notwithstanding other legal remedies available to it under this General Conditions in the case of such breaches. The Buyer is also liable for damage to MYLAPS's Results Website as a result of failure to comply with this Article 23.2.
- 23.3 The Buyer is aware that the availability of the systems used to gain access to and interact with the Website for Events Results, including telephone, computer networks and the Internet, or systems for the dispatch of data, are unpredictable and may interfere occasionally with the use of or functioning of the Products or software or may make that use or that functioning impossible (or temporarily impossible). MYLAPS is not liable for such breakdowns or prevention of access to or use of the Products or software.
- 23.4 MYLAPS does not warrant that the Website for Events Results will function without breakdowns, interruptions, defects or other faults or that all defects and other shortcomings will be remedied. MYLAPS is in no event liable for direct or indirect loss as a result of (poor) functioning of MYLAPS's events website.

#### Article 24. Independent Parties; allocation; subcontracting

- 24.1 MYLAPS and the Buyer are independent parties. No provision of these General Conditions pertains to the conclusion of a partnership, joint venture or other entity or similar legal relationship between MYLAPS and the Buyer.
- 24.2 MYLAPS may transfer to a third party the Agreement or all or part of its rights, obligations or liabilities under the Agreement or on any other ground. MYLAPS will remain responsible for the performance of its obligations under the Agreement.

#### Article 25. Compliance with regard to export

- 25.1 The Buyer acknowledges that legislation and regulations of the Netherlands regarding customs and export control apply to the Products and software offered under these General Conditions, which may contain technology and encryption. The Buyer must comply with that legislation and those regulations. Both Parties must indemnify the other party and hold it harmless from and against claims or judicial proceedings instituted by third parties on the grounds of failure to comply with its statements, warranties or other obligations under these General Conditions.

#### Article 26. Amendments to these General Conditions

- 26.1 MYLAPS reserves the right to amend these General Conditions. Amended General Conditions will apply to the Agreement after an updated version has been placed on [www.mylaps.com/termsconditions](http://www.mylaps.com/termsconditions).

#### Article 27. Governing law and disputes

- 27.1 All legal relationships to which MYLAPS is a party are governed exclusively by Dutch law, also if all or part of an obligation is performed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention 1980 (CISG) is expressly excluded.
- 27.2 The Court of Noord-Holland, Haarlem location, the Netherlands, has exclusive jurisdiction to hear and decide on disputes, unless mandatory provisions of the law provide otherwise. The Buyer nevertheless has the right to present the dispute to the court that has jurisdiction by law.

#### Article 28. Notices

- 28.1 Notices to MYLAPS under these General Conditions or separate agreements must be in writing and must be sent with a signed acknowledgement of receipt of a postal clerk/courier service to the following address:

MYLAPS B.V.  
Zuiderhoutlaan 4  
2012 PJ Haarlem  
the Netherlands  
Tel: 0031(0)23-7600100  
fax: 0031(0)23-5290156  
Email: [info@mylaps.com](mailto:info@mylaps.com)