

GENERAL TERMS AND CONDITIONS

Andes BV

1 July 2008

Clause 1 - Definitions

1.1 "Andes" means the private company with limited liability Andes B.V. trading under the name Andes.

1.2 "Customer" means any natural or legal person to whom Andes makes an offer (including a quotation) or with whom Andes enters into an agreement, being in each case an offer or agreement to which these terms and conditions are stated to apply.

1.3 In the event that any provision of these general terms and conditions is either void or nullified, the remaining provisions of these general terms and conditions shall remain in full force and Andes and the Customer shall enter into negotiations to agree new provisions to replace the void or nullified provision(s), which new provisions shall as far as possible take account of the object and scope of the void or nullified provision(s).

Clause 2 - Applicability

2.1 These general terms and conditions shall apply to all offers (including quotations) by Andes and to all agreements entered into by Andes with a Customer for the purpose of carrying out activities or supplying goods or services. Under no circumstances shall any terms and conditions of purchase presented by the Customer apply.

2.2 Variations to these general terms and conditions shall only apply if and to the extent that the same have been explicitly agreed in writing. IN respect of agreements with a term exceeding one year, Andes reserves the right to revise these general terms and conditions and to declare the revised terms and conditions to apply to the relevant agreement. The revised terms and conditions shall enter into force thirty days after notification of the changes.

Clause 3 - Offers

3.1 All offers (including quotations) by Andes are made without obligation.

3.2 If an offer (or quotation) by Andes is accepted by a Customer, Andes shall be entitled to withdraw such offer within two working days following receipt of acceptance.

Clause 4 - Deadlines

4.1 Andes will make reasonable efforts to comply with any agreed deadline. Under no circumstances shall time be of the essence in relation to any such deadline and any failure to comply with any such deadline shall not entitle the Customer to rescind the agreement or claim any compensation.

Clause 5 - Prices

5.1 The rates charged by Andes are denominated in euros and shall be increased to include value added tax (if such tax applies under the applicable legislation) and any other applicable levies.

5.2 Unless explicitly agreed otherwise, Andes shall be entitled to increase the rates payable by the Customer at the beginning of each calendar year on the basis of the Consumer Price Index (CPI) for all households (2006 = 100) produced by Statistics Netherlands or (should Statistics Netherlands cease to produce that index) the index most similar to that index. The revised rate shall be calculated by increasing the current rate by the annual CPI mutation rate (mutatiegraad). In the event that Andes considers that there are reasons to set the revised rate at a higher amount than the amount resulting from this calculation, the Customer shall be entitled to terminate the agreement by written notice within 14 days following notification of the revised rate by Andes. Termination should take effect following a reasonable notice period. Any activities carried out by Andes (and any services or goods supplied) during such notice period shall be paid for by the Customer at a rate revised in accordance with the index figure.

Clause 6 - Invoicing and payment

6.1 Unless otherwise stated on the invoice, all invoices issued by Andes shall be payable within thirty (30) days.

6.2 If an invoice remains unpaid following the relevant period, Andes shall be entitled to all reasonable legal and other costs incurred in connection with such late payment. These costs shall be 15% of the invoice amount if the Customer is located in the Netherlands and 25% of the invoice amount if the Customer is located outside the Netherlands. Andes shall also be entitled to payment of statutory interest on all sums owed by the Customer. In addition, Andes may suspend performance (or further performance) of its obligations until such time as payment has been made in full.

6.3 Any right the Customer may have to suspend or set off payment of any amount owing is hereby excluded.

6.4 Andes may at any time require either provision of adequate security or advance payment (either in full or in part) before proceeding with the performance (or further performance) of its obligations.

6.5 In the event of any dispute as to the amount owed by the Customer to Andes, the information contained in Andes's administration shall be decisive unless the Customer supplies written proof to the contrary.

6.6 All items supplied to the Customer shall remain the property of Andes until such time as all amounts owed by the Customer in respect of items supplied or to be supplied or activities conducted or to be conducted under the agreement have been paid to Andes in full, following which the Customer shall - if applicable - acquire an end user licence in respect of data and/or software in accordance with the provisions of the agreement.

6.7 All rights granted to the Customer shall at all times be conditional on full and timely payment by the Customer of the charges agreed for such rights.

Clause 7 - Data, files and data carriers supplied

7.1 All data and files to be supplied by a Customer under an agreement shall be supplied by the Customer in the format stated by Andes and in the manner to be appointed by Andes.

7.2 Andes shall not be liable for any errors or delays due (or due in part) to the failure of the Customer to comply with this requirement. Andes shall not be liable for any errors or delays due (or due in part) to the data or files supplied being incorrect or incomplete.

7.3 The Customer shall be liable to Andes for any loss or damage suffered by Andes as a consequence of errors or defects in the data, files or data carriers supplied by the Customer. This includes any viruses, worms or other harmful electronic elements. The Customer shall also indemnify Andes against any third party claims arising from such errors or defects.

7.4 With respect to data, files and data carriers to be supplied by the Customer to Andes, the Customer warrants that it is entitled to make the same available to Andes and that Andes is entitled to carry out the agreed activities with respect to the same. The Customer shall indemnify Andes against any third party claims in respect of the same.

Clause 8 - Liability

8.1 Andes accepts legal obligations to pay compensation to the extent stated in this Clause 8.

8.2 Andes's total liability arising from attributable failure to perform the agreement is restricted to the compensation of direct loss up to a maximum amount of the agreed price under that agreement (excluding VAT).

If the agreement is primarily a long-term agreement with a term exceeding one year, the agreed price shall be the total amount (excluding VAT) agreed to be payable for one year. Under no circumstances shall the total compensation for direct loss exceed EUR 100,000 (one hundred thousand euros). Direct loss shall be understood to mean:

A. the reasonable costs that the Customer would have to incur in order make the performance delivered by Andes comply with the requirements of the agreement. Such loss shall not be compensated if the Customer has rescinded the agreement;

B. reasonable costs incurred in order to determine the cause and extent of the damage, loss or injury, insofar as such determination relates to direct loss as defined in these terms and conditions;

C. reasonable costs incurred in order to prevent or limit damage, loss or injury, to the extent that the Customer demonstrates that such costs have resulted in the limitation of direct loss as defined in these terms and conditions.

8.3 Under no circumstances shall Andes's total liability for loss, damage or injury due to death or physical injury or for material damage to property exceed EUR 100,000 (one hundred thousand euros) per event, with a series of related events being regarded as a single event.

8.4 Andes excludes all liability for indirect loss, including consequential loss, loss of profit, missed savings and loss due to business interruption.

8.5 Other than as described in Clauses 8.2 and 8.3, Andes shall not be liable for any compensation, regardless of the grounds on which a compensation claim may be based. The maximum amounts specified in Clauses 8.2 and 8.3 shall cease to apply if and to the extent that any loss, damage or injury is caused by gross negligence or an intentional act by Andes.

8.6 Andes's liability for attributable failure to perform an agreement shall only arise in the event that the Customer serves Andes with an immediate and adequate written notice of default, appointing a reasonable period for repair of the breach, and Andes persists in its attributable failure to perform its obligations after such period. The notice of default shall contain a description of the breach in as much detail as possible, so that Andes is in a position to respond satisfactorily.

8.7 No right to compensation shall arise unless the Customer notifies Andes of the damage, loss or injury as soon as possible after it arises.

8.8 The Customer shall indemnify Andes against all third party claims for product liability due to any defect in a product supplied to a third party by the Customer and including software or other materials supplied by Andes, except to the extent that the Customer proves that the loss, damage or injury is caused by such software or other materials.

8.9 Andes supplies its software and data "as is" and does not provide any guarantee of its completeness or accuracy.

Clause 9 - Confidentiality

9.1 The Customer shall keep all confidential information that it obtains during the performance of an agreement secret and shall not use such information for any purpose other than the performance of that agreement.

9.2 This confidentiality requirement shall not apply if, and to the extent that, there is a legal requirement to provide confidential information to a third party. In that event, the Customer shall inform Andes of the provision of the information as soon as possible.

9.3 In the event of a breach of the provision in Clause 9.1, the Customer shall pay to Andes an immediate, one-off penalty of €50,000 per breach, which shall not be eligible for set-off or moderation, together with a penalty of €5,000 for each day or part thereof that the breach continues, in each case without prejudice to Andes's right to compensation for any loss, damage or injury that it has suffered or may suffer in future.

Clause 10 - Intellectual property

10.1 Unless explicitly agreed otherwise, the intellectual property rights (including copyright) to all products (including software, data and data files) made available to a Customer in connection with an agreement shall remain with Andes and shall not transfer to the Customer.

10.2 The Customer is aware that the software and other materials made available contain confidential information and trade secrets belonging to Andes. The Customer undertakes to keep such software and other materials secret, not to make them known to or allow them to be used by third parties and only to use them for the purpose for which they have been made available to the Customer.

10.3 Except with the prior written consent of Andes, the Customer is not permitted to remove any information concerning copyright, trademarks, trade names or other intellectual or industrial property rights from the software or other materials or to alter such information, including information regarding the confidential nature of the software and the requirement for secrecy with respect to the software.

10.4 Andes is permitted to use technical means to protect the software. If Andes has protected the software using technical security measures, the Customer is not permitted to remove (or arrange for the removal of) or circumvent this security.

10.5 The Customer is granted a non-transferable personal end user licence only in respect of the products described in Clause 10.1; this licence

does not extend to businesses or institutions related to the Customer. The Customer is not entitled to copy or otherwise reproduce the products or make the same public by any means whatsoever, except in accordance with the provisions of the relevant agreement. Where the products consist of data or data files, they may not be "extracted" or "reutilised" within the meaning of the Databases Act, except to the extent necessary to achieve the agreed use of such data or data files. The aforementioned restrictions shall not affect the Customer's rights under Articles 45(j) and 45(k) of the Copyright Act (permitted use by the Customer for back-up and archiving purposes).

10.6 Except with the prior written consent of Andes, the Customer is not permitted to use any logos, trademarks, trade names or other intellectual property belonging to Andes in its communications (including advertisements and other promotional materials) with third parties.

10.7 In the event of a breach of any provision of Clause 10.2 or 10.3, the Customer shall pay to Andes a penalty, payable immediately on demand, of €50,000 per breach, together with a penalty of €5,000 for each day or part thereof that the breach continues, in each case without prejudice to Andes's right to compensation for any loss, damage or injury that it has suffered or may suffer in future.

Clause 11 - Retention of title

11.1 All items supplied by Andes in the performance of an agreement shall remain the property of Andes.

11.2 If Andes asserts its rights of ownership the Customer shall provide full cooperation to enable Andes to obtain possession of the relevant items immediately.

Clause 12 - Secondment

12.1 If Andes seconded any employee to the Customer for the purposes of performing an agreement, the Customer shall act as a good employer with respect to such employee, as far as this is within the Customer's power and influence. In the event that any seconded employee is actually working for a third party, the Customer undertakes to Andes that such third party shall also treat the employee in the same way.

12.2 For the purposes of the relationship between Andes and the Customer, Andes shall retain responsibility for the management of any seconded employee. The employee shall continue to be accountable to Andes.

12.3 The Customer shall in no way request or encourage any seconded employee to carry out any activities (under an employment contract or otherwise) for the Customer or for any third party, whether related to the customer or otherwise, other than the activities required under the relevant agreement.

12.4 Unless explicitly agreed otherwise, time worked by any seconded employee shall at all times be invoiced in consecutive periods of at least 4 hours per employee, per day.

Clause 13 - Activities carried out by third parties

13.1 Andes may at all times engage another company for the performance of an agreement. These terms and conditions shall also apply to the activities carried out and/or services or products supplied by such other company. This provision shall not affect Andes's right to engage third parties (including other third parties) for the performance of an agreement.

Clause 14 - Transfer of risk

14.1 All risks with respect to items supplied by Andes to the Customer under an agreement shall transfer to the Customer on dispatch by Andes or on release by Andes to a carrier engaged to transport the item.

Clause 15 - Websites

15.1 If Andes makes an offer by means of a website, the following terms and conditions shall also apply to that offer and any agreement arising as a consequence of that offer.

15.2 If Andes provides a Customer with a username and password and thereby with an access code for a website, the Customer shall not make such code available to any third party and shall make all reasonable efforts to prevent unauthorised use of such code.

15.3 The Customer shall indemnify Andes against the consequences of any loss or unauthorised use of the access code, unless such consequences resulted from an attributable failure on the part of Andes itself.

15.4 If Andes suspects misuse of any username, password or, more generally, any website function offered, it shall be entitled to refuse or block the access obtained by use of the username or password.

Clause 16 - Use of data supplied by Andes

16.1 If the agreement requires Andes to supply the Customer with data in order to enable the Customer to use such data, the following terms and conditions also apply to the agreement.

16.2 If it is agreed that the data supplied by Andes may be used by the Customer on more than one occasion (where such use is understood to include any addition, adjustment or other improvement to the Customer's own data using data provided by Andes), then unless explicitly agreed otherwise the relevant agreement shall be entered into for a term of one year.

16.3 Following the expiry of the permitted use, the Customer shall destroy and/or delete the data immediately or, if requested by Andes, return the same to Andes (together with the corresponding carriers).

16.4 If it is agreed that the Customer may in turn make data supplied by Andes available to a third party, the Customer shall impose the same restrictions on such third party as the Customer itself has undertaken towards Andes under the agreement. If the Customer is not the end user of the data, the Customer undertakes that it shall only make data supplied by Andes available to a single specified end user and for an adequately described purpose.

16.5 Andes may add a number of control data to the data it supplies. If these control data indicate that the Customer is not restricting itself to the use agreed, this constitutes complete proof of his attributable failure unless evidence to the contrary is provided by the Customer.

16.6 In the event of a breach of any provision of this clause, the Customer shall pay to Andes a penalty, payable immediately on demand, of €50,000 per breach, together with a penalty of €5,000 for each day or part thereof that the breach continues, in each case without prejudice to Andes's right to compensation for any loss, damage or injury that it has suffered or may suffer in future.

Clause 17 - Privacy

17.1 If the agreement requires Andes to supply to the Customer personal data (or data that can be linked to files that may be traced back to individuals), the following terms and conditions also apply to the agreement.

17.2 Prior to the provision of the data referred to in Clause 17.1, the Customer shall inform Andes of the purpose for which the data supplied will be used.

17.3 Andes is not obliged to provide the Customer with data relating to persons in respect of whom Andes knows or suspects that they would object to the provision of data relating to them. The Customer shall refrain from using data supplied by Andes relating to persons in respect of whom the Customer knows or suspects that they would object to the use or processing of data relating to them.

17.4 If the Customer informs a data subject under Article 35(2) of the Personal Data Protection Act regarding the origin of personal data and in doing so informs the data subject that such data have been supplied by

Andes, the Customer shall immediately notify Andes stating the information with respect to the origin that has been provided to the data subject. The Customer shall only provide such information after establishing with certainty that the request has originated from the data subject actually concerned.

17.5 The Customer shall immediately implement any request to supplement, block or delete personal data made available by Andes, provided that the Customer has established with certainty that this request has originated from the data subject actually concerned. The Customer shall immediately notify Andes and any third parties also having access to the relevant data of such requests and the measures taken by the Customer in response to the same.

17.6 The Customer is not permitted to take or distribute outside the Netherlands any personal data supplied by Andes, except with the prior written consent of Andes.

17.7 If the Customer supplies personal data to Andes, the Customer warrants that the applicable legislation with respect to the protection of individual privacy (including the Personal Data Protection Act) has been complied with in respect of such data and that such legislation permits such data to be provided to and processed by Andes. The Customer shall also comply with such legislation in respect of the personal data supplied to it by Andes. The Customer shall indemnify Andes against any third party claims arising due to failure to comply with such legislation.

17.8 The Customer shall take such technical and organisational measures to protect its products as are necessary to ensure that third parties are unable to gain unauthorised knowledge of or access to data provided by Andes.

17.9 The Customer shall ensure that the most recent Code of Conduct of the DMSA is observed when using data supplied by Andes. Nor can Andes be required to act contrary to this Code of Conduct when carrying out an agreement.

Clause 18 - Consultancy services

18.1 If the agreement requires Andes to carry out consultancy services (advice services) for the benefit of the Customer, the following terms and conditions shall also apply to the agreement.

18.2 If requested by Andes, the Customer shall provide, at its premises and at no charge, an office space with telephone, fax and data lines.

18.3 Notwithstanding the final sentence of Clause 13, Andes shall not engage any third parties for the performance of a consultancy assignment except as discussed in advance with the Customer.

18.4 Andes may, following consultation with the Customer, change the composition of an advice team for a consultancy assignment if Andes

considers such change desirable for the proper performance of the assignment.

Clause 19 - Termination of the agreement

19.1 Without prejudice to its rights under the Civil Code, Andes may rescind (or terminate) an agreement with immediate effect if the Customer is granted a suspension of payments (temporary or otherwise), is declared insolvent, is declared subject to the statutory debt rescheduling arrangement, has ceased to operate its business or dissolves its company or if it merges or is taken over in part or in whole by another party (change of control). In the event of such termination, Andes shall not be liable to pay any compensation.

19.2 Andes is entitled to rescind an agreement if, after notice of default has been served on the Customer, the Customer commits an attributable failure in the performance of one or more obligations under that agreement.

19.3 In the event of rescission (or termination) as referred to in Clause 19, all sums owed by the Customer to Andes shall be payable on demand with immediate effect.

Clause 20 - Applicable law

20.1 This agreement shall be subject to Dutch law.

Clause 21 - Disputes

21.1 All disputes arising from or associated with an agreement shall be referred to the competent court of the district of 's-Hertogenbosch or another court appointed by Andes.

Clause 22 - Miscellaneous

22.1 This translation of the Dutch General Terms and Conditions (Algemene Voorwaarden) is provided for your convenience. In the case of any discrepancy the Dutch original shall prevail.