

GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF PRODUCTS AND SERVICES

1. Definitions

1.1. For the purposes of these General Terms and Conditions, the following words shall have the meanings assigned to them below:

Contract: any agreement concluded with the Supplier and any alteration, addition or any more detailed arrangements such as the Specifications for the procurement of Products or Services thereto;

Defect: any deviation from the Specifications or any kind of improper functioning of the Products;

General Terms and Conditions: these general terms and conditions for the procurement of Products and Services;

Items: all items, documentation, images or materials otherwise, such as models, stamps, drawings, tools or other aids, which TomTom makes available to the Supplier in connection with the Contract;

Products: all items, goods, materials, merchandise and any other products (including without imitation, computer software), data, as stipulated in the Purchase Order or the Contract, which are supplied, delivered or otherwise made available or to be supplied, delivered or made available, to TomTom and Supplier in the performance of a Contract;

Purchase Order: the written confirmation by TomTom of a quotation, proposal or offer from Supplier sent to Supplier by post mail, fax or digitally;

Services: all services as stipulated in the Purchase Order or the Contract, which are offered, provided or to be provided to TomTom;

Specifications: the detailed specifications or description of the Products or Services as agreed to by TomTom and Supplier, including, if applicable, the specifications or descriptions detailed in requests for quotations, requests for proposals, offers and other communications between TomTom and Supplier. Should no such detailed specification or description be provided, the specification shall be that which is usual between parties or, should no such specification/description exist, that which generally applies within the sector;

Supplier: any (potential) supplier of TomTom;

TomTom: TomTom International B.V. and TomTom Sales B.V., private companies with limited liability having its official seat at Amsterdam and office at Rembrandtplein 35, (1017 CT) Amsterdam, the Netherlands, TomTom Global Content B.V., a private company with limited liability having its official seat at Luchthavenweg 48, 5657 EB Eindhoven, the Netherlands, or any other legal entity part of the TomTom Group, the user of these General Terms and Conditions.

TomTom Group: TomTom N.V. and any of its affiliates. Affiliates in this respect means, any other entity controlling, controlled by or under common control with TomTom N.V. The terms "control", "controlling" and "controlled", shall mean the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the issued share capital or more than 50% of the voting rights, or the power, directly or indirectly, to appoint a member of the board of directors or similar governing body.

2. Scope

2.1. These General Terms and Conditions shall apply to all requests for quotations, proposals and offers, all orders, agreements and other legal relationships (including Purchase Orders, Contracts and non-contractual or pre-contractual relationships) between TomTom and the Supplier in respect of the ordering, procuring, receiving, providing, purchasing, supplying or otherwise making available of Products or Services, except and to the extent that TomTom has deviated from these General Terms and Conditions in writing.

2.2. A TomTom entity, other than the TomTom entity defined in Section 1, may conclude a Contract based on these General Terms and Conditions with the Supplier in its own name. These General Terms and Conditions shall apply unless the relevant TomTom entity timely informs Supplier in writing that these General Terms and Conditions shall not apply.

2.3. TomTom expressly rejects the applicability of any general terms and conditions of the Supplier.

2.4. When TomTom and Supplier enter into any order, agreement or other legal relationship to which these General Terms and Conditions apply, Supplier shall be considered to have agreed to the applicability of these General Terms and Conditions for future orders, agreements and legal relationships regarding the procurement of products or services.

3. Conclusion and term of the Contract

3.1. If TomTom asks the Supplier for a quotation, proposal or offer, the quotation, proposal or offer submitted by Supplier, as well as any subsequent quotations, proposals or offers submitted following negotiations with TomTom, if any, will be deemed irrevocable. Any requests by TomTom to Supplier for the submission of a quotation, proposal or offer are not binding upon TomTom. TomTom is entitled to request changes or amendments to the quotation, proposal or offer of the Supplier as well as to the Specifications without being bound by such request for change or amendment.

3.2. Contracts are concluded only after TomTom has accepted the (final) quotation, proposal, or offer made by the Supplier by issuing a Purchase Order. If the Supplier starts to perform the provisions of the quotation, proposal or offer without first having received the relevant Purchase Order, Supplier will do so entirely at its own expense and risk. TomTom is not obliged to award a Purchase Order or Contract to any quotation, proposal or offer nor to reimburse the costs of any such quotation, proposal or offer.

3.3. In case of, and within the existence of, a framework agreement, a Contract is concluded each time after TomTom issues a written Purchase Order for the provision of a (part of a) Product or Service.

3.4. The Supplier is obliged to inform TomTom with immediate effect of any errors and/or ambiguities in request and/or documents.

3.5. Contracts shall be effective for the term as detailed in the Specifications and/ or the Purchase Order, unless sooner terminated in accordance with these General Terms and Conditions.

4. Prices and payment

4.1. All prices quoted by Supplier shall be fixed, on a time and material basis or as otherwise detailed or agreed to in the Specifications and/ or the Purchase Order, expressed in euros (unless stated otherwise), without prejudice and subject to these General Terms and Conditions, exclusive of VAT but inclusive of any other taxes, incidental costs and expenses.

4.2. All prices include the standard packaging and delivery carriage paid and shall be free of import duties. Prices shall include the provision of all materials and all preparatory and other work necessary to comply with the requirements and descriptions set out in the Contract and/ or the Specifications. All prices include the costs for transportation of equipment and personnel, insurance, and customs, unless explicitly agreed otherwise in writing.

4.3. With the exception of the provisions laid down in Section 6, prices are not subject to change, unless explicitly agreed by TomTom in writing.

4.4. The payment of an invoice shall be made in euros within sixty (60) days of the date of invoice, unless agreed otherwise, by transferring the amount due to the bank account stipulated by Supplier. Invoices for Products will not be sent until Supplier has fully and correctly performed the Contract in accordance with the Specifications, Invoices for Services will be submitted on a monthly basis to TomTom covering Services rendered during the preceding month, unless explicitly agreed otherwise. Payment of an invoice by TomTom does not imply TomTom's acceptance of the performance of the Contract by Supplier in accordance with the Specifications.

4.5. The invoice must contain, as a minimum, either (i) a summary description of the Services that were performed during the preceding month and the period during which they were provided or (ii) the description of the Products and the quantities supplied, as well as the respective Purchase Order number and should be addressed to the correct TomTom legal entity. TomTom reserves the right to return invoices which do not contain the data mentioned in this Section 4.5.

4.6. TomTom may require the Supplier to provide sufficient security if, at whichever moment, doubts arise with regard to the Supplier's creditworthiness. If the Supplier fails to provide the required security, TomTom may terminate the Purchase Order and Contract with immediate effect without any liability for TomTom arising thereof.

4.7. TomTom is entitled, without judicial intervention, and without prejudice to any other rights that TomTom may have under the Contract or applicable law, to offset and/or suspend payment of any amount, if it or a company affiliated to it has or will have a claim, which may or may not be enforceable, against the Supplier or a company affiliated to the Supplier.

5. Delivery and Time for performance

5.1. Delivery of Products shall be deemed to have taken place once the Products are stored on the premises designated by TomTom (Delivery Duty Paid, Incoterms 2000), unless otherwise agreed. Delivery of Products takes place during normal working hours.

5.2. The Supplier acknowledges that the agreed time and time for performance of the Contract, and/or any further deadlines or timelines specified, are of essential importance to TomTom.

5.3. The Supplier shall be deemed to be in default by exceeding the deadlines or timelines for performance agreed with TomTom. Any penalty agreed on for such default event shall be without prejudice to TomTom's other rights including its right to demand compliance and its right to the full payment of damages by the Supplier; the said penalty shall not be deducted from any such damages.

5.4. TomTom shall be entitled at any time and for whatever reason, by providing a written statement to the Supplier, to defer the performance of the Contract that it has ordered for a period to be specified. In such event, Supplier shall store the Products in a suitable location, separate from any other goods or products, on behalf of TomTom, insuring them and taking appropriate measures to prevent any loss of quality. TomTom shall make reasonable payment to the Supplier for the cost of such storage, measures, and insurance. TomTom reserves the right to issue further instructions upon commencement of the Contract concerning work hours and time schedules, as well as to the precise location on the site where the Services should be performed.

5.5. If, in the performance of the Contract in question, there is a risk of a delay occurring in relation to the agreed delivery date or timelines for provision of the Services, for any reason whatsoever, the Supplier will take adequate measures on its own initiative and with immediate effect, such as for example, employ extra staff in order to make up for any (potential) delays, and/or to prevent these from arising. The Supplier will promptly report the (potential) delay and the measures to be taken to TomTom in writing. Without prejudice to the above, the Supplier will be in default without any further notice of default being required, if any of the agreed delivery date, timelines or implementation periods relating to the performance of (part of) the Contract are exceeded and TomTom shall be entitled to terminate the Contract with immediate effect, notwithstanding any of TomTom's other rights hereunder.

5.6. Performance of (part of) the Contract prior to the delivery date or agreed time for performance may only take place with prior written permission from TomTom and will not lead to any change in the agreed period of payment.

5.7. Products must be suitably packaged taking into account the nature of the Products and also taking into account the means of transport. Supplier is liable for damage resulting from or related to undue packaging of the Products.

5.8. Products delivered that are not in accordance with the Contract and/or the Specifications may be returned at the Supplier's expense and risk.

5.9. The Supplier is responsible for the removal or

processing of packaging, dirt, waste and surplus material, at its own expense.

5.10. Performance of a Contract includes the delivery of all accompanied tools and documents such as, but not limited to, (guarantee-) certificates, drawings, quality reports, maintenance- and instruction guidelines.

5.11. Supplier is not entitled to perform a Contract in part(s), unless explicitly agreed otherwise in which case these General Terms and Conditions apply to such a partial delivery.

6. Performance of the Contract

6.1. The Supplier shall perform the Contract strictly in accordance with the Specifications and other relevant contractual arrangements in good workmanlike manner.

6.2. The Contract shall be performed on a non-exclusive basis. Parties agree that Supplier and Supplier personnel render the Services as independent parties and are not authorized to act as the agent or representative of TomTom or to represent that it or they are entitled so to act. Parties agree that no employment relationship shall exist between TomTom and Supplier or Supplier's subcontractors by virtue of Supplier's or Supplier's subcontractor's personnel providing the Services under the Contract.

6.3. The Supplier undertakes that it, its staff, and any third parties which it engages shall conduct themselves on TomTom's site and its premises in accordance with the regulations and rules of conduct applying there, for example in respect of security, safety, and health, and that they will follow any instructions or guidelines with which they are issued in that regard and sign the necessary statements (or cause such to be signed). TomTom is entitled to immediately halt the provision of the Services in case the forementioned regulations and rules are not complied with.

6.4. Supplier shall use its best efforts to minimize any adverse impact on the scheduled time and projected cost of the project that may be caused by the removal or replacement of any of its personnel or materials from a project or site.

6.5. TomTom may request the Supplier to submit regular reports setting out the progress of the Services.

6.6. TomTom shall be entitled to change or supplement the Specifications during performance of the Contract or to request the supply of additional Products or Services after the Contract has been performed.

6.7. If, in the Supplier's opinion, a change or addition to the Contract or the Specifications has consequences for the agreed price and/or delivery date or time for performance, the Supplier will inform TomTom of this in writing by return post, though in no event any later than within one calendar week before implementing the change. If the Supplier fails to timely inform TomTom of the price change and/or change in delivery date or time for performance, the Supplier shall be obliged to implement the change without any entitlement to additional payment.

6.8. In the event that, in the Supplier's opinion, a change to the Contract or the Specifications requested by TomTom will lead to a new price and/or delivery date or time for performance that is not acceptable to TomTom, TomTom

reserves the right to determine that the Contract shall be performed without the changes proposed or performed in a different way that is acceptable to TomTom. If the Supplier and TomTom fail to reach agreement on the new price, new delivery date or new time for performance, TomTom reserves the right to terminate the Contract with immediate effect.

7. Testing and Inspection

7.1. TomTom at all times reserves the right to assess, test or inspect the way in which the Contract is being performed (or to have others to do this), but is not obliged to do so, and to take all possible measures to this end that it considers reasonable, which includes inspecting (or have others inspect) the places where the Contract is being performed either in full or in part and conducting (or have others conduct) an audit of the Supplier's books. The (non-) performance of an inspection by TomTom does not discharge the Supplier from any of its obligations or liability.

7.2. TomTom shall inspect the Products that have been ordered within a reasonable period after they have been delivered. Should TomTom reject the Products or should it later appear, in the reasonable assessment of TomTom, that the Products do not comply with the requirements set for them pursuant to the Contract, TomTom, without prejudice to any of its other rights, may give the Supplier the opportunity to rectify and/or repair the Defects, at the Supplier's expense and risk and at the first request of TomTom. Any additional costs for dismantling, transport, reproducing or reassembly shall be also at the expense of the Supplier

7.3. Acceptance of the provision of (part of) the Services shall have no further significance than that, in the provisional judgement of TomTom, the provision of (that part of) the Services) is in accordance with the Contract. In particular, such acceptance shall not preclude TomTom invoking the Supplier's non-compliance with its warranty obligations referred to in Section 9 or any other obligation vis-à-vis TomTom.

7.4. Should TomTom reasonably find that the Services are not provided in conformity with the requirements set for them pursuant to the Contract or should it later appear, in the reasonable assessment of TomTom, that the Services have not so been provided, TomTom, without prejudice to any of its other rights, may give the Supplier the opportunity to provide the Services again in accordance with the Contract, at the Supplier's expense and risk and at the first request of TomTom. Any additional costs related thereto shall be also at the expense of the Supplier.

7.5. If, in the reasonable assessment of TomTom, (timely) replacement or repair of the Products or re-rendering of the Services is impossible or if the Supplier fails to comply, within the period set by TomTom, with the request referred to in Section 7.2 or 7.4 respectively, the Supplier shall be required to repay to TomTom the amounts it has received from TomTom in relation to the Products and Services concerned.

7.6. TomTom shall inform Supplier immediately in writing in case (a part of) the performance of the Contract is being rejected by TomTom, which notification shall be deemed to

be the notification of default. In case parties agreed a fixed time for the performance of the Contract, Supplier will be in default with immediate effect without any further notice of default being required.

8. Ownership and risk

8.1. All goods and deliverables developed and/or manufactured by the Supplier in the performance of the Services, including but not limited to drawings, sketches, moulds, templates, prototypes, computer programs in source code, object code and/or hard copy, the corresponding documentation and any other resources, shall become property of TomTom upon their manufacture.

8.2. TomTom shall acquire ownership of the Products at the moment they are delivered in accordance with Section 5 or otherwise become available to TomTom or as much earlier as legal execution of delivery takes place in some other manner.

8.3. The Supplier is liable for all losses or damages arising out of or resulting from the Products, good or deliverables and/or for any losses of and damages to such Products, goods or deliverables until the moment they are delivered to TomTom, without prejudice to any other stipulations laid down in these General Terms and Conditions.

8.4. Should it be agreed, in deviation from the provisions of Section 4.4, that full or partial payment shall be made for partial performance of the Contract at an earlier point than there referred to, TomTom shall, by making an advance payment and without any more specific act of delivery being required, acquire ownership of all Products, materials, raw materials, or semi-manufactures used by the Supplier to perform the Contract or intended for that purpose. The Supplier shall be obliged to acquire the said Products, materials, raw materials, or semi-manufactures, entirely free of charges and third-party rights, and to store them separately on behalf of TomTom. Supplier shall remain liable in accordance with Section 8.3 after the transfer of ownership pursuant to this Section 8.4.

8.5. The Supplier shall have no right of retention or right to postpone obligations in respect of ordered Products or Services.

9. Warranty

9.1. The Supplier warrants at least the following:

- 9.1.1. the Products and Services are suitable for the purpose for which the Contract was concluded, insofar as the Supplier was aware of that purpose or could have been aware of it;
- 9.1.2. Supplier will exercise due professional care, skill, diligence and competence in accordance with applicable professional standards and will perform the Contract entirely in accordance with the requirements as stated in the Specifications;
- 9.1.3. Supplier's employees and third parties which Supplier may make use of for the performance of the Services are of sufficient qualification and shall comply with any agreed qualification requirements relating to training, expertise and experience and will continue to do so for the duration of the Contract;

9.1.4. the Products and materials used in the provision of the Services are of the highest possible quality, fit for purpose and provide the adequate level of safety, health, welfare and environment;

9.1.5. the Products and materials used in the provision of the Services are in accordance with any samples, models or drawings as regard their quantity, description, quality and performance, are produced according to the latest state of technology and are new, of the highest possible quality, free of faults as regard their design, processing, manufacture, construction, and dimensions, free of Defects and third party rights

9.1.6. all applicable national and international laws and regulations regarding the Products (or their packaging) and Services have been and will be complied with strictly;

9.1.7. the Products and Services otherwise comply with the requirements reasonably set for them or as informed by TomTom from time to time.

9.2. The conditions laid down in this Section 9 do not affect TomTom's other rights, including those referred to in Section 17.

10. Specific warranties for Products:

10.1. Ordered Products shall in any case be deemed inadequate within the meaning of Section 9.1 if Defects occur within the agreed Warranty Period, as defined in Section 10.3, unless such is the result of normal wear and tear or such Defects are caused by TomTom.

10.2. Without prejudice to TomTom's right to the payment of costs, damages or interests, if any Defects occur within a period of twenty four (24) months following delivery of the Products, such Defects shall be remedied by Supplier for its own risk and costs within seven calendar days after appearance ("Warranty Period"). This Warranty Period will be extended by a period equal to the period(s) during which the Products were not used or could not be fully used as a result of a failure of this Warranty. The Warranty Period then recommences for products provided as replacements of the defect Products and replaced or repaired parts of these Products, including those parts of the Products on which replaced or repaired parts may be of influence. The expiry of the Warranty Period leaves the statutory rights of TomTom unchanged.

10.3. If during the Warranty Period a Defect arises, TomTom reserves the right either to return the Products and demand immediate repayment of the amount paid for these Products, or to demand that the Products in question be replaced or repaired, all at the Supplier's costs.

11. Confidentiality

11.1. Supplier undertakes to keep strictly confidential and not to divulge, disclose or otherwise furnish, directly or indirectly, to any third party any information disclosed by or in relation with TomTom that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, unless explicitly permitted herein or required

by law. The provisions of this Section 11 shall not apply to any information, which Supplier can demonstrate:

- 11.1.1. is or becomes public knowledge other than by breach of this Section; or
- 11.1.2. is in the possession of Supplier without restriction in relation to disclosure before the date of disclosure by TomTom; or
- 11.1.3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.

11.2. Supplier shall impose the obligations under this Section to its staff and any third party assigned by Supplier for the fulfillment of Supplier's obligations under a Contract.

11.3. Supplier shall not make any public announcement with respect to a Contract or any ancillary matter without the prior written consent of TomTom.

11.4. In the event Supplier breaches any of the provisions of this Section 11, Supplier shall pay to TomTom liquidated damages of €50.000,- per event plus €5.000,- for each day during which such breach continues. TomTom is entitled to claim such damages without prejudice to TomTom's other rights under a Contract or at law and without prejudice to TomTom's right to seek compensation for the actual amount of the losses incurred in excess of the amount of the liquidated damages. TomTom reserves the right to deduct the imposed penalties from any outstanding or future invoices of the Supplier.

12. Intellectual property rights

12.1. The Supplier guarantees that the performance of the Contract, the use of the Products and/or the rendering and the receipt of the Services or the receipt, possession or use by TomTom of the results of the Services or of any goods or deliverables as part of the Services do not infringe any patent, trademark, design, drawing rights, copyright, database, trade name or any other absolute or proprietary (intellectual) right of TomTom or any third party and Supplier indemnifies and holds TomTom harmless against and in relation with any such infringement, including without limitation claims in respect of know-how and unauthorised competition. The Supplier will also impose the same obligation upon third parties assigned by the Supplier for the performance of the Contract.

12.2. In case the performance of the Contract, the use of the Products or Services or the receipt, possession or use by TomTom of the results of the Services or of any goods or deliverables as part of the Services results in an alleged claim infringing any third party's intellectual property rights, Supplier shall undertake to either, at its own expense and without prejudice to TomTom's rights of termination or otherwise:

- 12.2.1. replace or adapt such Products, Services, results, goods or deliverables (or the relevant component thereof) by non-infringing Products, Services, results, goods or deliverables, whereby the alteration and/or replacement shall not result in any restriction in the possibilities for utilisation thereof by TomTom;
- 12.2.2. obtain a license to use the Products, Services,

results, goods or deliverables (or the relevant component thereof) from the relevant third party;

- 12.2.3. cease rendering the Service or take back the Products, results, goods or deliverables (or the relevant component thereof) against payment of the costs, damages and interest.

12.3. To the extent that the Products, results of the Services or any goods or deliverables provided to TomTom as part of the Services include third party's intellectual property rights, Supplier grants to TomTom and warrants that it is entitled to grant to TomTom a perpetual, fully paid-up license to use those Products, Services, results, goods or deliverables for any purpose whatsoever and worldwide (unless otherwise agreed between Supplier and TomTom) without any additional charges. In the event additional licenses or additional charges are required, TomTom is entitled to agree on the terms directly with the third party and charge Supplier here for.

12.4. All intellectual property rights resulting from a Contract or in the Services, results of the Services or any goods or deliverables provided to TomTom as part of the Services, will vest in TomTom, except for the third party rights as referred to in Section 12.3 provided that such rights were not created as part of the Contract or Services or specifically for TomTom. These rights are hereby transferred to TomTom by the Supplier by virtue of the Contract, which transfer is hereby accepted by TomTom, now for then immediately following the creation of these rights. In so far as another instrument is required for the transfer of such rights, the Supplier hereby irrevocably authorises TomTom, now for then, to have such an instrument drawn up, and to sign this on behalf of the Supplier, without prejudice to the Supplier's obligation to co-operate in the transfer of such rights at TomTom's first request, without being able to impose conditions on this. The Supplier hereby irrevocably authorises TomTom to have the transfer of these intellectual (property) rights entered in the appropriate registers. The Supplier also hereby surrenders to TomTom all so-called moral rights that may accrue to the Supplier, to the extent to which the applicable regulations allow such surrender.

13. Items

13.1. TomTom shall remain the owner of all Items. The Supplier shall use the Items only for the purpose of the proper performance of the Contract and shall not authorise or permit third parties to make use of them. Unless it has received the written consent of TomTom, the Supplier shall refrain from any act or omission relating to the Item, such that TomTom loses the ownership thereof by means of specification, accession, confusion, or in any other manner. The Supplier also undertakes that the Item shall not be encumbered or burdened with any third party rights.

13.2. The Supplier shall not have any right of retention or right to postpone obligations in respect of the Items.

13.3. The Supplier shall adequately insure the Items in favour of TomTom, at its own costs, against any damage resulting from their being partly or wholly lost or damaged, regardless of the cause.

13.4. The Supplier shall be granted a strictly personal, non-

transferable and non-exclusive license to use the Items for the term of the Contract in the manner referred to in this Section. TomTom retains all its rights of intellectual property and know-how in respect of the Items.

13.5. Supplier shall use the Items entirely on its own risk and shall return the Items to TomTom in good conditions immediately upon completion of the Contract, or at an earlier time if this can be reasonably expected of the Supplier.

14. Maintenance and spare parts for Products

14.1. Supplier agrees to keep in stock spare parts for the delivered Products for the term that is reasonable within business practice, even if the production of the Products is terminated in the meantime. The sale of spare parts shall be at market conform prices. Supplier shall inform TomTom on the end of life of a Product.

14.2. Supplier warrants that it can maintain the delivered Products for a minimum term of 5 years after delivery or, if agreed upon, acceptance of the Products.

15. Assignment and subcontracting

15.1. The Supplier is not permitted to assign the Contract, or any part thereof, or rights or claims ensuing from the Contract, to third parties, nor to transfer or pledge these, unless TomTom has given prior written permission.

15.2. The Supplier is not permitted to outsource, subcontract or otherwise have third parties perform the Contract unless expressly agreed otherwise with TomTom in writing.

15.3. In the event that the Supplier is given permission to assign, transfer or pledge the Contract, or any part thereof, the Supplier will ensure that the third party undertakes to fully observe the conditions laid down in the Contract and these General Terms and Conditions and Supplier will remain responsible for the performance of the Contract in accordance with the Specifications and any other contractual arrangements, if any. Supplier indemnifies TomTom against and holds TomTom harmless from any claims and/or damages caused by a subcontractor.

16. Insurance

The Supplier warrants it has taken out sufficient insurance of legal and professional liability, also covering subcontractors and their personnel, if applicable, and will remain so insured. At TomTom's first request, the Supplier will present a copy of the policy document and proof that the premiums have been paid.

17. Liability

17.1. The Supplier is liable for and indemnifies and holds TomTom harmless against any and all direct losses or damages whether in contract, tort, breach of statutory duty or otherwise resulting from or in connection with the performance of the Contract, regardless of whether said loss or damage is caused by the Supplier itself, its staff, by other persons whom the Supplier has engaged in the performance of the Contract or any other third parties and regardless of whether TomTom could have foreseen the possibility of such loss or damage.

17.2. Neither Party excludes liability in respect of (i) loss or damage caused by willful intent or gross negligence, or (ii) injuries to or death of any person, caused by any of its officers, employees, agents or contractors.

17.3. In the event that Supplier does not perform the Contract, or a part thereof, on the agreed time or within the agreed period for performance, or otherwise fails to meet the deliverables as agreed upon, TomTom is entitled to charge Supplier for each calendar day it is in default an immediately payable penalty of 1% percent of the total price of the respective Contract, increased with VAT, to a maximum percentage of 25% percent of the total price of the Contract. TomTom is entitled to charge the maximum penalty at once, in the event that the respective performance remains impossible. TomTom's right to claim penalties as set forward in this Section does not affect TomTom's other legal rights under a Contract or under applicable laws and is without prejudice to TomTom's right to seek compensation for the actual amount of the losses incurred in excess of the amount of the liquidated damages.

18. Force majeure

18.1. Force majeure is understood to mean circumstances that impede the fulfillment of the Contract and which are not attributable to Supplier. Supplier is obliged to report this force majeure situation to TomTom in writing within one calendar day. Excluded from force majeure are, at least, the following events:

18.1.1. specific strike at the Supplier and transport problems;

18.1.2. failure to obtain all equipment, materials, and/or (third party) services required for the proper fulfillment of the Contract, unless caused by circumstances that cannot in fairness be attributed to Supplier;

18.1.3. late an/or stagnation of deliveries by Supplier's suppliers;

18.1.4. incomplete deliveries by Supplier's suppliers.

18.2. During force majeure all of Supplier's obligations shall be suspended. Should the period in which Supplier cannot fulfill its obligations as a result of force majeure continue for longer than one (1) calendar month, TomTom shall be entitled to terminate the Contract in writing without there being an obligation to pay any compensation whatsoever arising out of or in connection herewith.

19. Termination and suspension

19.1. Unless otherwise determined in these General Terms and Conditions, in the event that Supplier fails to perform any of its obligations under the Contract, TomTom shall send Supplier a notice of default, allowing the Supplier a reasonable period for compliance.

19.2. In the event i) Supplier fails to perform within the reasonable period as set out in the notice of default, ii) Supplier fails to meet a deadline or performance is temporarily or permanently impossible, iii) Supplier can be reasonably assumed not to perform the Contract properly or at the agreed delivery date or time for performance, iv)

Supplier is declared bankrupt, granted a suspension of payment, or goes into liquidation, v) Supplier is repossessed, closed down or wound up or presented with a petition thereof, vi) of the application for an order or application for the appointment of a receiver (including an administrative receiver), administrator, trustee or similar officer in respect of the Supplier, vii) a receiver, administrative receiver, administrator or similar office is appointed over all or any part of the assets or undertaking of the Supplier, viii) the Supplier makes a composition with its creditors generally or an assignment for the benefit of its creditors or other similar arrangement, ix) Supplier ceases, or threatens to cease, to carry on business, TomTom shall, without prejudice to any of its other rights, be entitled to:

- 19.2.1. wholly or partly terminate the Contract and/ or the Purchase Order by notifying Supplier to that effect and without any further notice of default being required and without any liability for TomTom arising out of or related to this termination,
- 19.2.2. to suspend its (payment) obligations,
- 19.2.3. to oblige the Supplier to repeat the performance of the Contract at the Supplier's own expense;
- 19.2.4. to reverse the performance of the Contract at the Supplier's expense and risk, and/or
- 19.2.5. to allow TomTom or a third party nominated by TomTom to repeat or reverse the performance of the Contract at the Supplier's expense and risk.

19.3. TomTom may, without prejudice to any of its other rights arising hereunder or under the terms of any Contract, upon giving written notice, terminate the Contract (at TomTom's discretion) with immediate effect if one of the businesses that compete with TomTom has (directly or indirectly) become holder of more than 50 (fifty) percent of the shares in Supplier's share capital or is capable (directly or indirectly, whether or not pursuant to an agreement with other persons or entities with voting rights) of exercising more than the aforementioned percentage of the voting rights in the general meeting of Supplier.

19.4. In the event of termination of the Contract, TomTom shall be entitled to reclaim from the Supplier all payments it has made to the Supplier as having been unduly paid. Insofar as the performance provided by Supplier at the moment of dissolution is not open to repayment and if it otherwise complies with the Contract, the Supplier shall be entitled to a payment, based on the value of the performance to TomTom and determined in all reasonableness, less the amount which TomTom can claim from the Supplier in respect to the shortcoming and/or the termination. Insofar as repayment is possible, TomTom shall be entitled, at its discretion, to retain the Contract which has been performed in return for a payment as referred to above or to return it to the Supplier at the Supplier's expense and risk, such being without prejudice to any exercise of the rights referred to in Section 7.

19.5. Should TomTom be the owner of the Products which it wishes to return in accordance with Section 19.4, TomTom shall retain ownership even after termination of the Contract whereby it acquired ownership, such being within the limits set out in the applicable law, as security for the payment of

everything that it may be able to claim from the Supplier. Should TomTom not be the owner of the Product, TomTom shall acquire a right of pledge in respect thereof to serve as the same security.

19.6. Upon expiry or termination of a Contract for any reason whatsoever, the Supplier shall offer due assistance to enable TomTom or a third party to continue the provision of the Services and return to TomTom at its own expense all Items, materials, specifications any other information relating to these Services in its possession. All claims from TomTom on Supplier shall become immediately due and payable upon the termination of a Contract.

19.7. It is expressly agreed that TomTom shall not be liable to pay any severance payment or compensation of whatever nature to the Supplier for loss of profit or loss of goodwill or for any other loss or damage howsoever arising as a result of the expiry or termination, for whatever reason, of a Contract.

20. Tax and social security

20.1. The Supplier is and shall remain responsible and liable for fulfilling all of its tax and social security obligations and all of the tax and social security obligations of its subcontractors. Supplier shall indemnify TomTom against all claims in relation to these matters.

20.2. If the Supplier fails to pay, deduct or transfer VAT, other sales taxes, wage tax, social security contributions or employee's insurance contributions or fails to do so in due time, TomTom will be entitled to terminate the Contract with immediate effect.

20.3. The Supplier will, at the request of TomTom, provide declarations proving payment of the taxes and contributions as referred to in Section 20.2 (Statements of Payment History - *Verklaringen Betalingsgedrag*). The Statements of Payment History may, at the request of TomTom, also be extended to third parties used by the Supplier in the performance of the Contract. The Statements of Payment History must be issued by the tax authorities (*Belastingdienst*) and be certified as originals. If the Supplier does not comply with this obligation, TomTom will be entitled to withhold all payments to the Supplier and to terminate the Contract with immediate effect. TomTom may at its discretion allow the Statements of Payment History to be provided in the form of a statement by an auditor appointed in consultation with TomTom.

20.4. If the Supplier is a sole-trader or sole practitioner, he will at all times have a valid Declaration of Independent Contractor Status (*Verklaring Arbeidsrelatie, VAR-WUO*) available and provide a copy thereof to TomTom.

20.5. TomTom shall at all times be entitled to request the Supplier to open a blocked account (*G-rekening*) to allow TomTom to deduct the taxes and social security contributions, as referred to in Clause 20.2, from any amounts due to the Supplier and transfer these amounts to the blocked account for payment to the tax authorities.

20.6. The Supplier shall impose on its subcontractors the same obligations as those contained in this Section 20.

21. Conversion partial invalidity

If any provision under these Terms and Conditions cannot be invoked or such provision is deemed to be invalid for any reason whatsoever, the other provisions shall remain in full force and effect. The Supplier and TomTom shall be deemed to have agreed to new terms and conditions in substitution for such invalid provisions. These new terms and conditions shall be interpreted, as regards their contents and effect, as closely as possible to the original text as written but in such a way that rights can indeed be derived therefrom.

22. Authority to amend

TomTom is entitled to amend these Terms and Conditions. Such amendments shall enter into force on the effective date as notified. If the effective date has not been officially announced then the amendments affecting the Supplier will enter into force on the date that Supplier is notified or informed of such amendment.

23. Waiver

The rights of either party under any Contract are without prejudice to all other rights and remedies available to either party and no failure or delay by either party to exercise any right under this Contract will operate as a waiver of such right under any Contract.

24. Disputes and Governing Law

Each dispute arising under or in relation to a Contract shall, in first instance, be settled by the competent court in Amsterdam, which will have exclusive jurisdiction in respect of any such disputes. The Contract is subject to Dutch law. The application of the United Nations Convention for the International Sale of Goods (CISG) is excluded.

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