

TERMS AND CONDITIONS TDS-SECURITY

Tactical Defense Solutions

Hereinafter: TDS-Security

Article 1: Definitions

1.1 In these general conditions the following terms shall have the following meanings, unless explicitly stated otherwise.

TDS-Security: the user of the general terms.

Client: the counterpart of TDS-Security.

Agreement: the agreement for service.

Article 2: General

2.1 These conditions apply to every offer, quote and agreement between TDS-Security and client to which these conditions have been stated by TDS-Security, if these conditions have not expressly and in writing been deviated by parties.

2.2 The present conditions are also applicable to all agreements with TDS-Security, for which third parties should be involved.

2.3 Any deviations from these general conditions are only valid if expressly agreed in writing.

2.4 The applicability of any purchase or other conditions of the client will explicitly be rejected.

2.5 If one or more provisions of these terms and conditions are invalid or deleted, the remaining provisions of these general conditions still apply. TDS-Security and client will discuss new provisions to replace the invalid or deleted provisions, in which and insofar as possible the purpose and intent of the original provisions are complied.

Article 3: Offers and Quotes

3.1 All offers are without obligation, unless the offer expressly is written otherwise.

3.2 TDS-Security's quotes are without obligation; they are valid for 30 days, unless otherwise indicated. TDS-Security is only bound to quotes when the acceptance by the other party can be attached in writing within 30 days, unless otherwise indicated.

3.3 The prices in the offers and quotes are exclusive of VAT and other government levies, as well as any costs which may occur according to the agreement, including travel expenses, shipping and handling costs and administration expenses, unless otherwise indicated.

3.4 If the acceptance (on secondary items) deviates from in the quote given offer, TDS-Security is not bound. The agreement is not in accordance with this deviant acceptance, unless TDS-Security indicated otherwise.

3.5 A compound price quote does not require TDS-Security to carry out part of the assignment against a corresponding part of the specified price.

3.6 Offers and quotes do not apply automatically to future assignments.

Article 4: Implementation of the agreement

- 4.1 TDS-Security will perform the agreement to its best insight and capacity, in accordance with the requirements of good craftsmanship. All this based on the currently known state of science .
- 4.2 When and if a specific proper execution of the agreement is required, TDS-Security is entitled to have certain activities performed by third parties.
- 4.3 Client shall ensure that all data which TDS-Security indicates as being necessary, or which client reasonably should understand that these are required for the execution of the agreement, will be timely provided to TDS. If all data required for proper execution of the agreement are not timely provided to TDS-Security, TDS-Security is entitled to suspend the execution of the agreement, and/or to charge additional costs due to the delay to client, according to the usual rates.
- 4.4 TDS-Security is not liable for damages of any kind, for the reason that TDS-Security not assumed to be provided by its client with incorrect and/or incomplete data, unless such inaccuracy or incompleteness should have been known by TDS-Security.
- 4.5 If it has been agreed that the agreement will be executed in stages, TDS-Security may suspend the execution of parts belonging to a following stage until client approves, in writing, to the results of the preceding stage.
- 4.6 If work is performed by TDS-Security or third parties engaged by TDS-Security, according to the assignment, at the location of client or a site designated by client, client ensures, free of charge, facilities reasonably desired by employees.
- 4.7 Client indemnifies TDS-Security for any claims by third parties, who suffer any damage in connection with the execution of the agreement, which are attributable to client.

Article 5: Amendment of agreement

- 5.1 if it becomes clear during the execution of the agreement that, for the proper execution it is necessary to amend or supplement the work to be performed, parties will timely and mutually consult to adjust the agreement.
- 5.2 If the parties agree that the agreement is amended or supplemented, the time of completion of the execution can be affected. In this case TDS-Security will inform the client as soon as possible.
- 5.3 If the amendment or supplement to the agreement causes financial or qualitative consequences TDS will inform the client in advance.
- 5.4 If a fixed fee has been agreed, TDS-Security will indicate to what extent the amendment or supplement will result in an increase of this fee.
- 5.5 By way of derogation from 5.3, TDS-Security will no longer charge costs if the amendment or supplement is the result of circumstances which can be allocated to TDS-Security.

Article 6: Contract length and Execution time

- 6.1 The agreement between TDS-Security and client shall be entered indefinitely, unless the nature of the agreement changes or parties agree expressly, in writing, otherwise.
- 6.2 If a term is agreed for the completion of certain activities within the duration of the agreement, this will never be a deadline. When exceeding the deadline, client has to declare TDS-Security in default by writing.

Article 7: Prices and Rates

- 7.1 The agreed prices and rates are exclusive of VAT.
- 7.2 If during the term of the agreement and/or the frame agreement, cost-increasing changes occur as a result of changes in wages and other working conditions, surcharges on wages, cost increases of social laws, increases in expenses, and cost increasing external costs, TDS-Security is entitled to interim increase the agreed prices and rates.
- 7.3 If between the time of listing and entering the agreement, cost-increasing changes occur, TDS-Security is also entitled to increase the proposed prices and rates.
- 7.4 If a fixed price is agreed for all or certain services and during the execution of the services it shows that the expected amount of work and/or the duration of work is bulkier and/or more time consuming than estimated, and in which TDS-Security cannot reasonably be expected to carry out the services at the agreed fixed price, this will be considered as additional work. Client is obliged to fully pay this additional work to TDS-Security in accordance with the usual rate of TDS-Security.
- 7.5 If TDS-Security corresponds a fixed fee or hourly rate with client, TDS-Security nevertheless is entitled to increase this fee or rate.

Article 8: Invoicing and Payment

- 8.1 TDS-Security billings are to be credited in two parts on the bank account of TDS-Security. The first part (50% of the invoice amount) within 30 (thirty) days before commencement of the assignment, and the second part (50% of the invoice amount) within 14 (fourteen) days after completion of the assignment.
- 8.2 If the agreement is completed within the thirty day period, the payment of the first part must be made immediately. For the second part, the deadline laid down in paragraph 1 remains applicable.
- 8.3 Because TDS-Security prior sends the client an invoice, billing will occur by means of an estimation of the cost of the services which will be performed by TDS-Security, based on the agreement. If it shows, after completion of the services that more and/or additional services by TDS-Security are made to implement the agreement, TDS-Security will send an additional invoice.
- 8.4 If the invoice amount has not been credited on the bank account of TDS-Security within the term mentioned in paragraph 8.1 or paragraph 8.2, TDS-Security is entitled to make the choice to suspend or terminate the agreement, without claiming any attributable shortcoming at TDS-Security in the implementation of the agreement. In that case the client is obliged to reimburse to TDS-Security the costs created by TDS-security, incurred in preparation and/or execution and/or termination of the agreement, as well as any consequential damage. For these costs TDS-Security will send an invoice to client.
- 8.5 Any comments and/or observations regarding to the invoice must be expressed in writing to TDS-Security within five (5) days after date of invoice. If this term is expired, the clients right in these will lapse. Making any observations and/or comments will not have any suspensory effect regarding the payment of the invoice.
- 8.6 If the client has not paid or fully paid the amount due within the term mentioned in paragraph 8.1 or paragraph 8.2, it is without further notice and legally in default and on the outstanding amount an interest of 1.5% due per month, unless the statutory interest in the meaning of article 6:119a civil code is higher, in which case the legal interest will count, in which a part of a month will be held as a full month.
- 8.7 In case of late or incomplete payment the client is due to pay both extrajudicial and judicial costs. The extrajudicial costs are at least 15% of the principal amount, with a minimum of €1.500, -. The judicial costs will not be limited to the court's amounts allocated to salary advances and attorney, lawyer or agent, but will completely include TDS-Security litigation costs, including the actual TDS-Security costs payable to salary and advances of her attorney, lawyer or agent and the bailiff and other costs. The invoices of the above mentioned persons can be included as evidence of the legal costs.
- 8.8 Client is under no circumstances entitled to suspend payment or settlement.
- 8.9 In case of liquidation, bankruptcy, seizure or suspension of payment of the client, the claims by TDS-Security on the client are immediately due and payable.

Article 9: Retention of title

- 9.1 All goods supplied by TDS-Security, including any reports, designs, sketches, drawings, films, software, (electronic) files, etc., remain property of TDS-Security until the client has fulfilled all its obligations under all agreements concluded with TDS-Security.
- 9.2 The client is not entitled to pledge nor, in any other manner, encumber any goods which apply subject to retention of title..
- 9.3 If third parties seize delivered goods subject to retention of title or try to establish or assert any rights, client is obliged to inform TDS-Security as soon as reasonably may be expected.
- 9.4 The client undertakes to insure the goods delivered subject to retention of title and keep insured against fire, explosion and water damage and against theft, and when requested, to hand over this insurance policy for inspection.
- 9.5 Goods delivered by TDS-Security, subject to in paragraph 9.1 determined detention of title, may only be resold in the context of normal business activities and may never be used as payment.
- 9.6 In case TDS-Security may decide to exercise the designated ownership mentioned in this article, the client specifies instantly now unconditional and irrevocable consent to TDS-Security, or by TDS-Security designated third parties, to enter all those places where property of TDS-Security is located and to bring back these goods.

Article 10: Research and Complaints

- 10.1 Complaints about any work performed need to be reported in writing by client within 8 days after discovery, but however in any case within 14 days after completion of this work to TDS-Security. The notice shall provide a detailed description of the deficiencies, so TDS-Security is able to react adequately.
- 10.2 If a complaint is well-founded, TDS-Security will continue to perform its work as agreed, unless it has become demonstrably useless to the client. This latter must be expressed in writing by client to TDS-Security.
- 10.3 If the performance of the agreed work is no longer possible or useful, TDS-Security will only be liable within the limits of Article 14.
- 10.4 TDS-Security uses the statutory system for complaints and handles all complaints according to this scheme.

Article 11: Termination

- 11.1 At any time both parties may terminate the agreement, in writing.
- 11.2 If the agreement is interim terminated by client, TDS-Security is entitled to compensation for the resulting and plausible loss of occupation. Unless there are facts and circumstances underlying the termination which are attributable to TDS-Security. Then furthermore, client is obliged to pay the invoices for the work performed to date. The preliminary results arising from work performed to date will therefore, with reservations, be made available to client.
- 11.3 If the agreement is interim terminated by TDS-security, TDS-Security will, in consultation with client, ensure transfer of remaining work to third parties, unless there are facts and circumstances underlying the termination which are attributable to client.
- 11.4 If the transfer of the work for TDS-Security entails additional costs, they will be charged to client, unless there are facts and circumstances underlying the transfer which are attributable to TDS-Security.

Article 12: Suspension and Cancellation

12.1 TDS-Security, is entitled to suspend its obligations or to cancel the agreement if:

- Client's obligations under the contract are not or not fully complied.
- after conclusion of the agreement, circumstances come to knowledge giving TDS Security substantive reason to fear client will not fulfill its obligations.
- If substantive reason exists to fear that client will only partially or improperly fulfill its obligations, the suspension is only allowed so far as the shortcoming justifies the suspension.
- client at the conclusion of the agreement was requested to provide security for the satisfaction of its obligations under the agreement and this security is not provided or insufficient.

12.2 Furthermore, TDS-Security is empowered to cancel the agreement If circumstances arise of such a nature that fulfilment of the agreement becomes impossible or to standards of reasonableness and fairness no longer can be demanded, or if otherwise circumstances arise of such a nature that the unaltered maintenance of the agreement cannot reasonably be expected.

12.3 If the agreement is cancelled, the claims of TDS-Security to client will immediately be due and payable. If TDS-Security suspends compliance of the obligations, it shall retain its claims to the law and the agreement.

12.4 TDS-Security retains the right to claim damages.

Article 13: Return of provided goods

13.1 If during the implementation of the agreement TDS-Security has provided goods to client, client is obliged to fully return these goods within 14 days in its original condition, free of any defects. If client fails to fulfill this obligation, all resulting costs will be on clients account.

13.2 If, for whatever reason, after formal notice, client still remains in default with the obligation mentioned under 13.1, TDS-Security is entitled to recoup any resulting damages and costs, including replacement costs, from client.

Article 14: Liability

14.1 If TDS-Security should be liable, this liability is limited to what is regulated in this provision.

14.2 TDS-Security has a business liability insurance for amounts which are common in the sector.

14.3 The total contractual and extra-contractual liability of TDS- Security, relevant to each agreement, is limited to compensation for direct damage up to the maximum amount paid in each relevant case by the liability insurance of TDS-Security. If, for whatever reason, payment does not occur pursuant to the insurance policy, the reimbursement of the direct damage is limited to a maximum of 30% of the amount (VAT excluded) that has been charged to client by TDS-Security for services provided based on the agreement in question.

14.4 Direct damage solely means:

- the reasonable costs to establish the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions.
- any reasonable costs made to comply the poor performance of TDS-Security to the agreement, unless this cannot be attributed to TDS-Security.
- reasonable costs incurred to prevent or minimize damage, as far as client shows these costs have led to the limitation of direct damage as referred to in these terms and conditions

14.5 TDS-Security shall never be liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business stagnation.

14.6 The limitations of liability for direct damage in these terms and conditions shall not apply if the damage is due to willful intent or serious negligence of TDS-Security or its employees.

Article 15: Indemnities

15.1 The client indemnifies TDS-Security for claims by third parties relating to intellectual property rights on material or data provided by the client, which are used in the implementation of the agreement.

15.2 If client provides TDS-Security information systems, electronic files, software, etc., client insures these to be free of viruses and defects.

Article 16: Risk transfer

16.1 The risk of loss or damage to goods which are subject to the agreement, shall be transferred to client as soon as these are legally and / or actually delivered, thus becoming the client responsibility or by client designated third parties.

Article 17: Force Majeure

17.1 Parties are not obliged to fulfill any obligation if they are hindered by circumstances which are not due to negligence, and which will not be for their account neither under the law, nor any legal act or generally accepted conceptions.

17.2 In addition to interpretation in the law and jurisprudence, in these general conditions force majeure means; all external causes, foreseen or unforeseen, on which TDS-Security has no influence, but making TDS-Security unable to fulfill its obligations.

17.3 Also TDS-Security is entitled to invoke force majeure If the circumstance which prevents (further) fulfillment occurs after TDS-Security should have fulfilled his obligations.

17.4 During the period of force majeure, parties may suspend the obligations from the agreement. If this period lasts longer than two months, either party shall be entitled to cancel the agreement, without any obligation to the other party to compensate for any damage.

17.5 Insofar, at the time of occurrence of force majeure, TDS-Security has partially fulfilled or will completely fulfill its obligations according to the agreement, and the fulfilled or partially fulfilled part has its own value, TDS-Security is entitled to separately claim this fulfilled or partially fulfilled part. Client is obliged to comply with this claim as if it were a separate agreement.

Article 18: Confidentiality

18.1 Both parties are obliged to maintain the confidentiality of all confidential information which they have obtained, according to the agreement, from each other or from other source. All information is considered confidential if notified by other party or as this will be derived from the nature of the information.

18.2 If, pursuant to a statutory provision or a judicial decision, TDS-Security is committed to provide confidential information to third parties designated by law or competent judge, and in particular case, TDS-security cannot appeal on a legal or by competent judge recognized or permitted entitlement of exclusion, TDS-Security is not obliged to any compensation, and other party is not entitled to dissolve the agreement, on account of any damage created.

Article 19: Intellectual property and Copyright

19.1 Without prejudice to the other provisions of these general terms and conditions, TDS-Security retains the rights and competences, to which TDS-Security is entitled pursuant to copyrights.

19.2 All documents provided by TDS-Security, such as reports, advice, agreements, designs, sketches, drawings, software etc., are exclusively intended to be used by client and may not be reproduced, made public or disclosed to third parties by client, without the prior consent of TDS-Security, unless the nature of the documents provided dictates otherwise.

19.3 TDS-Security retains the right to use the knowledge, which increased by the implementation of work, for other purposes, insofar as no confidential information will be provided to third parties.

Article 20: No employment TDS-Security staff

20.1 During the term of the agreement as well as two year after termination of the agreement client shall in no way, directly or indirectly, employ or otherwise make employees perform any work for them. This includes employees of TDS-Security or by TDS-Security appealed companies in implementation of the agreement, as well as companies who are (have been) involved in the implementation of the agreement. Unless essential relevant consultation with TDS-Security has occurred.

Article 21: Disputes

21.1 In the city where TDS Security is established, the judge in function has exclusive jurisdiction to hear any disputes unless the district judge is authorized. Nevertheless, TDS-Security is entitled to submit the dispute to any legally competent judge.

21.2 Parties will only then appeal to the judge after they have endeavoured to settle a dispute in mutual consultations.

Article 22: Applicable Law

22.1 With any agreement between TDS-Security and client the Dutch law applies.

Article 23: Amendment, interpretation and location of the conditions

23.1 These conditions have been filed at the chamber of commerce Leeuwarden.

23.2 In case of explanation of the contents and intention of these general conditions, the Dutch text is conclusive.

23.3 The version valid at the time of the conclusion of the agreement or the last registered version will always be applicable.

TDS-Security.

