

GENERAL TERMS AND CONDITIONS

SAAN ARCHIEFBEHEER B.V.

FOR THE STORAGE AND THE MANAGEMENT OF ARCHIVES

Filed at the Office of the Amsterdam District Court under no. 120/2008, dated May 1, 2009

1 Definitions

1.1 *Manager*

The private company with limited liability Saan Archiefbeheer B.V., at present with its registered office in Utrecht (3542 CN), Rutherfordweg 93-95, Trade Register no. 30.13.77.25.

1.2 *Client*

The natural or (public corporate) (legal) person that, in the framework of the Agreement mentioned below under clause 1.4, is considered the client of the Manager.

1.3 *General Terms and Conditions*

The General Terms and Conditions of Saan Archiefbeheer B.V. for the storage and the management of archives.

1.4 *The Agreement*

The written agreement between the Client and the Manager pursuant to which the Manager takes archives in storage and/or management at the instruction of the Client.

1.5 *Archives*

The writings, documents and other matters that may belong to an archive transferred by the Client to the Management for storage and management.

1.6 *Storage of archives*

The physical storage of archives.

1.7 *(Archive) Management*

The handling of retrievals and returns of retrieved archives.

1.8 *Written order or notification*

A written document that is sent by mail (registered with recorded delivery), by courier or fax or by email.

2 Applicability

2.1

To all offers of the Manager, to be referred to hereinafter as "Saan", and Agreements in the meaning of the present General Terms and Conditions, to which Saan is a party, as well as to all juristic and actual acts performed with a view to the execution of all this, these General Terms and Conditions shall apply, except if and insofar as they might be in violation of mandatory legislative provisions. Unless in the offer itself another term of validity is stated, all offers shall only be valid for one month from the date of the concerned offer.

2.2

Permissive provisions shall only apply insofar as they do not violate or differ from what is applicable under or pursuant to the present General Terms and Conditions.

2.3

Insofar as further arrangements that have been agreed on in writing differ (apparently) intentionally from the present General Terms and Conditions, the further arrangements shall prevail. The further arrangements shall be limited exclusively to the Agreement(s) in respect of which the further arrangements apply.

2.4

Unless expressly agreed on otherwise in writing between Saan and the Client, the applicability of general terms and conditions used by the Client is explicitly excluded.

2.5

If and insofar as, for the execution of the Agreement as referred to in clause 1.4 between Saan and the Client, by Saan or by a third party engaged by Saan archives are transported from the location of the Client to the location of archive storage, or vice versa, or to another designated location, the present General Terms and Conditions of Saan as well as the following transport conditions shall apply in respect of this transport – depending on the type of transport:

- a) in the event of national road transport: Title 13 of Book 8 of the Dutch Civil Code, supplemented with the *General Transport Conditions 2002*;
- b) in the event of cross-border road transport: the provisions of the *CMR Convention*;
- c) in the event of transport via inland waterways: Title 10 of Book 8 of the Dutch Civil Code, supplemented with the *General Transport Conditions 1991*;
- d) in the event of domestic railway transport: The *Railways Act* and the regulations based on it, including the *General Transport Regulations*;

e) in the event of cross-border railway transport: the *COTIF/CIM Convention*;

f) in the event of sea transport: Title 5 of Book 8 of the Dutch Civil Code;

g) in the event of air transport: the provisions of the *Warsaw Convention (1929)*, as amended by the provisions of the *Protocol to the Hague Convention of 1955* and/or the *Montreal 4 Protocol of 1975*.

2.6

In the event of contradiction between these General Terms and Conditions and the transport conditions mentioned in clause 2.5, the applicable transport conditions mentioned in clause 2.5 shall prevail.

2.7

In the event of combined (multimodal) transport, for each separate type of transport each time the transport conditions applicable to the relevant type of transport shall apply each time.

2.8

The present General Terms and Conditions, as well as the conditions as referred to in clause 2.5 (a to g), can be viewed on the website of Saan (www.saan.nl).

3 Offers

Irrespective of the form in which they have been made, all offers made by Saan shall be without obligation. Differences from offers shall only bind Saan if these have been accepted by it in writing.

4 Security

4.1

Saan is entitled, before starting the execution of the order given to it, as well as at every phase of the work thereafter, to demand that the Client furnish adequate security within a reasonable term for the fulfilment of its obligations.

4.2

As long as, in Saan's opinion, the Client has not furnished adequate security, Saan will be entitled to suspend its performance, without prejudice to the regulations in respect of suspension and dissolution of the Agreement, arising from the Law, as well as from these General Terms and Conditions. In this case, Saan will not be obliged to pay compensation for any loss, interest or other costs.

5 Payment and default of payment

5.1

Unless agreed on otherwise, the Client will be obliged to pay the invoices sent to it within 14 (fourteen) days after invoice date, without a right to discount, suspension or deduction.

5.2

In the event of failure to pay fully within this term, the Client shall be in default of payment by operation of law, i.e. without the need to send it a (written) notice of default, and the Client shall owe default interest of 1% per month or part of a month on the overdue principal until the day of complete settlement. After expiry of one year the interest shall be added to the principal and, this way, shall be interest-bearing again.

5.3

In the event of default of payment on the part of the Client, Saan will be entitled to suspend at any rate its obligation to perform pursuant to the Agreement in respect of which the Client defaults. In addition, Saan will be obliged to suspend the execution of all other Agreements that the parties have concluded with each other, until the Client has fulfilled all its obligations towards Saan, leaving intact the right of Saan to be compensated for costs, loss and interest.

5.4

The Client shall not refuse to pay or suspend payment because of the alleged or incomplete fulfilment of the Saan's obligation to perform, if Saan has not recognized in writing that there is a failure on its part.

5.5

If there is more than one Client, then each of the Clients shall jointly and severally guarantee the payment of the whole, so that the one paying shall discharge the other.

5.6

Any claims of Saan against the Client – in whatever connection – shall become immediately payable in full without any request or warning in the event that:

- The Client stops its business activities entirely or partially for whatever reason;
- The Client files for a (provisional) suspension of payment, is declared bankrupt, or is wound up or dissolved;
- The Client loses the free control of its capital;
- the capital of the Client, or a considerable part thereof, is attached;
- The archives stored at its site are confiscated entirely or partially by the judicial authorities and/or the tax authorities;
- The Client hands over its business activities, or a considerable part thereof, to third parties;
- The Client is placed under guardianship (if it concerns a natural person), or
- The Client dies (if it concerns a natural person).

6 Collection charges

In the event that the Client fails to pay, Saan will be entitled to take collection or legal steps without further notification. Any reasonable costs connected with those steps, including the extrajudicial costs, such as the reasonable costs of legal assistance (lawyer's or attorney's fee) shall be borne by the Client.

7 Right of retention and right of pledge

7.1

Saan will be entitled to retain all matters, documents and funds of the Client that Saan is keeping in whatever connection, for the account and at the risk of the Client until all claims from Saan against the Client, in whatever connection, including interest and cost, have been settled in full.

7.2

All matters, documents and funds that Saan, in whatever connection, is keeping and/or will be keeping, shall serve as a security (possessory pledge) for Saan for any claims, in whatever connection, that it has or will have against the Client.

7.3

Saan will also be entitled to exercise the aforementioned right of pledge and/or right of retention for what the Client might still owe to Saan in respect of previous orders.

8 Rates

8.1

The agreed rates shall be exclusive of VAT and based on the situation as it applies at the time when those rates were quoted in the offer. In the event of a later occurred increase in one or more costing factors – such as, for example, but without limitation, wage costs, taxes, social security contributions, insurance cost, change of exchange rates, cost of accommodation, energy cost, etc. – Saan will be entitled to increase the original rates accordingly, provided that this increase shall only become effective after Saan has notified the Client of this increase in writing.

8.2

The rates agreed on at the conclusion of the Agreement shall apply until expiry of the calendar year in which the Agreement was concluded. Before expiry of that calendar year and the subsequent calendar years, the rates shall be raised by a percentage of the most recently agreed price in accordance with the increase in points of the consumer price index (CPI) issued by Statistics Netherlands (CBS) as from 1 January of the current year in respect of 1 January of the previous year. This increase shall not affect the increase that may result from the first paragraph of this clause.

8.3

The storage cost shall be paid in advance. The cost connected with management activities shall be invoiced afterwards.

9 Term and termination of the Agreement

9.1

The Agreement shall be concluded for a term of 36 months at least and shall be deemed to have been extended each time by 36 months, unless not later than 6 months before expiry of the term the Agreement has been terminated by either party by registered letter.

9.2

As soon as the Agreement is terminated in the aforementioned manner or in any other manner, the archives that are kept by Saan shall be made available to the Client and the Client will be obliged to take receipt of them. Any transport and/or handling cost shall be borne by the Client.

9.3

If the Client refuses to take receipt of the archives, Saan shall hold them in custody for maximum 3 months on behalf of the Client after termination of the Agreement, at the then applicable rates.

9.4

If, after expiry of this 3-months' term, the Client has still not taken receipt of the archives against payment of all that it is due, Saan shall have the archives destroyed at the expense of the Client. Any liability on the part of Saan due to destruction pursuant to this stipulation shall be excluded.

10 Termination or dissolution of the Agreement

10.1

Saan will be entitled to terminate or dissolve the Agreement entirely or partially with immediate effect without notice of default and without judicial intervention if:

- The Client stops its business activities entirely or partially for whatever reason;
- The Client files for a (provisional) suspension of payment, is declared bankrupt, or is wound up or dissolved;
- The Client loses the free control of its capital;
- the capital of the Client, or a considerable part thereof, is attached;
- The archives stored at its place is confiscated entirely or partially by the judicial authorities and/or the tax authorities;
- The Client hands over its business activities, or a considerable part thereof, to third parties;
- The Client is placed under guardianship (if it concerns a natural person), or
- The Client dies (if it concerns a natural person).

10.2

If, due to force majeure or to circumstances that are for the account and at the risk of the Client, the work is delayed disproportionately or if otherwise due to unforeseen circumstances the Client cannot demand (unchanged) fulfilment of the Agreement from Saan in fairness, Saan will be entitled to terminate or dissolve the Agreement unilaterally, without judicial intervention.

11 Duty of care

11.1

Saan is obliged to keep the archives stores at its site in good and orderly condition and deliver the archives – if the Client has fulfilled its obligations towards Saan at that moment – at Client's first demand at Client's offices against notice of receipt, whereas this shall not result in cancellation or restitution of any storage fees.

11.2

Saan shall ensure that the archives in custody at its site shall be given, at the exclusion of others, to a person authorized by the Client in writing for inspection or for submission upon Client's request. An appropriately identified government officer, who is entitled to demand inspection or submission of the archives given in custody to Saan based on legal competence shall be considered equivalent to a person authorized in writing. During the period of inspection, Saan shall not be responsible in any manner for the part of the archives provided for inspection or for submission.

11.3

Saan as well as the employees employed by it or auxiliary persons engaged by it shall treat any documents or information provided by the Client or given in custody as confidential.

11.4

Saan shall not be responsible in any manner for the results of not described or badly described archives. Whereas this shall not have consequences for the responsibility of the Client, Saan will be entitled to check whether the contents of boxes, envelopes, files, etc. that belong to the archives match the description received from the Client. Saan shall not be responsible in any manner for the non-fulfilment by the Client of any legal provision pertaining to the archives or other matters taken on for management, including, but without limitation, the due observance by the Client of statutory filing periods.

11.5

The Client shall act in accordance with the administrative and security procedures applied by Saan, relating to, inter alia, the collection, return and submission for inspection of archive documents, the authorization of third parties by the Client, the identification, etc.

12 Force majeure

12.1

In the event of force majeure on the part of Saan, the Agreement shall remain effective and the obligations of Saan shall be suspended for the period of the force majeure, whereas Saan shall not fail imputably in the fulfilment of the Agreement and whereas the Client shall not be entitled to claim compensation, interest and/or cost.

12.2

Force majeure shall relate to all circumstances that are beyond Saan's control and prevent it in fairness from fulfilling the Agreement on its part in due time or fully. This shall include, e.g. contingencies, extreme weather circumstances, the closure of roads, power failures, strikes, stagnation at suppliers, governmentally imposed restrictions, etc.

12.3

Any additional costs caused by force majeure shall be borne by the Client.

13 Liability of Saan

13.1

Any liability resulting for Saan from this agreement for damage caused to or by theft, loss or missing of the matters entrusted to it shall only be accepted from the moment of receipt thereof by Saan until the moment of delivery thereof to the Client or to the person designated for this by the Client, and this in the amount of maximum the liability limit as mentioned below.

13.2

Compensation for the loss referred to in paragraph 1 shall be limited to the reconstruction cost actually incurred by the Client and, for all events together that took place in a calendar year, shall never exceed the amount that Saan, pursuant to the Agreement, charged to the Client for the storage of the archives in the calendar year preceding the moment when the loss-causing event was established with a maximum of € 75,000.

13.3

With due observance of the previous sentence, Saan shall never be liable for, inter alia, trading loss, immaterial damage, loss of profits or consequential damage, irrespective of how it has come about, or for damage caused by delay or any other financial loss.

13.4 Engagement of third parties

Saan will be entitled to engage third parties (auxiliary persons) for the execution of the Agreement insofar as those third parties perform work in the framework of the Agreement, Saan shall vouch for these third parties in the same manner as it does for its employees, with due observance, however, of the same limitations as included in these General Terms and Conditions.

13.5

It is stated expressly that Saan shall neither be liable for damage caused by third parties that perform work that does not belong to the key tasks of Saan pursuant to any Agreement, nor for damage caused by intention or gross negligence to be equated with this on the part of employees of Saan or on the part of those third parties.

13.6

If the aforementioned employees and auxiliary persons are sued by third parties outside of the Agreement in respect of the work for which they were used by Saan, it has been stipulated for their benefit that they may rely on all stipulations included in the General Terms and Conditions in respect of exclusion or limitation of liability.

13.7

Any legal action in respect of liability on whichever ground may only be brought by the Client or a third party within the limits of the Agreement concluded by Saan. In the event that Saan is sued in this matter by third parties outside of the Agreement, the Client shall safeguard Saan against all financial consequences upon its first demand.

13.8

Without prejudice to the stipulated in clause 13.6, others than the parties shall not derive any rights from the Agreement.

14 Insurance

In no case Saan shall take out insurances in respect of the matters for which it concludes an Agreement with the Client. Therefore, the Client shall ensure adequate insurance in due time. Exception to the aforementioned will only be allowed if and insofar as expressly stipulated otherwise in or pursuant to these General Terms and Conditions.

15 Liability of the Client

15.1

The Client shall be liable for damage suffered by Saan that results from a failure of the Client in the fulfilment of its obligations arising from this Agreement.

15.2

The Client shall be liable towards Saan for damage resulting from the matters entrusted to Saan and their nature, as well as resulting from their packing. Furthermore, the Client shall be liable towards Saan for incorrect or inaccurate or for the late provision of instructions and the failure to provide or late provision of matters in respect of the agreed time and the negligence or omission in general of the Client, its employees and/or the third parties engaged by it.

16 Changes in respect of the Client

16.1

The Client shall inform Saan forthwith in writing of any change in its address. Until the Client has informed Saan of this change in writing, the address specified to Saan by the Client shall be considered the address to which Saan can send information to the Client in a legally valid manner.

16.2

Furthermore, the Client shall inform Saan forthwith in writing of

- any change in the power of those who are authorized to act on behalf of the Client in the relationship with Saan,
- any change in the control in the company of the Client,
- any other facts and circumstances that may present themselves on the part of the Client and that, in Saan's opinion, may affect the (execution of) the Agreement.

16.3

As long as the Client has not notified Saan in writing as referred to in paragraphs 1 and 2 of this clause, Saan shall not be liable in any way for the consequences of instructions that may have been given (and followed by Saan) without authorization, such as, for example, but without limitation, instructions to submit or destroy the archives.

17 Destruction of the archives

17.1

Any instruction to destroy (parts of) the archives shall be given by the Client in writing and accompanied by a specified statement of the (part or parts of the) archives that are to be destroyed. The written instruction to destroy the archives shall serve as complete proof of that instruction.

17.2

Besides Saan's right mentioned in clause 9.4 to destroy the archives, Saan will at any rate be entitled to do so if the Client has failed for at least 1 (one) year to fulfil its obligations specified in clause 16.1 and 16.2 and anyway Saan is not able to determine in a simple manner which is the body having title to the matters given in custody or stored.

17.3

Besides the stipulated in clauses 9.4 and 17.2, Saan will be entitled to destroy the archives if the Client ceases to exist or dies (where it concerns a natural person), but this on condition that Saan has done what can be required from it in fairness to obtain instructions about the continuation of storage of the archives.

17.4

Any liability of Saan in respect of destruction pursuant to the clauses 17.1 to 17.3 of these General Terms and Conditions shall be excluded.

18 Time limit

Any claim against Saan pursuant to the Agreement concluded with Saan shall lapse through expiry of 12 (twelve) months after the day on which the Client reported its damage or its right of action to Saan for the first time or showed otherwise to be aware of the existence of the right of action.

19 General

If one or several stipulations of an Agreement should appear to be non-binding, the other stipulations between the parties shall remain in full force. The same shall apply to these General Terms and Conditions. The parties undertake in that case to replace the non-binding provisions by provisions that are binding and that, in view of the purpose and purport of the Agreement, differ as little as possible from the content of the non-binding provisions.

20 Applicable law and competent Court

20.1

To the Agreement between Saan and the Client, Dutch law shall apply.

20.2

Any disputes between Saan and the Client shall be settled in the first instance by the competent Court in Amsterdam.