

●
General Terms and Conditions of CBC Finance B.V. with its registered office in Breda

Article 1. Definitions

1.1 In these General Terms and Conditions the following concepts are taken to mean:

Acceptance:	the acceptance by the Customer of the products delivered in accordance with the Agreement;
Acceptance certificate:	written notification of the acceptance as provided by Canon Business Center to the Customer;
Acceptance test:	the test, described in the specifications, carried out in order to demonstrate that the products meet the Customer's technical requirements to a significant degree;
Canon Business Center:	CBC Finance B.V., registered with the Chamber of Commerce under number 18069884, also doing business under the trade names: Canon Business Center Nederland, Canon Business Center Goes, Canon Business Center Rotterdam, Canon Business Center Breda Goes Rotterdam, Canon Business Center Breda, Canon Business Center Den Haag, Canon Business Center Utrecht, Canon Business Center Nijmegen, Canon Business Center Arnhem, Canon Business Center Eindhoven, Canon Business Center Maastricht and Canon Business Center Amsterdam;
Consumer:	a natural person not acting in the exercise of a profession, business or craft who purchases Products or Services for private use (referred to in these Conditions as: the Customer, also Consumer);
Services:	the various services provided by Canon Business Center to the Customer - such as maintenance, on-site support, telephone helpdesk, external support, consultancy, project management, training and installation services – if and to the extent such services are agreed and set out in the Agreement;
Hardware:	the equipment to be supplied to the Customer by Canon Business Center in accordance with the Agreement;
Rental Agreement:	a multiple-sided legal transaction pursuant to which Canon Business Center, for a periodic Fee, leases (one or more) Products to the Customer, as the Customer leases them from Canon Business Center, as well as the legal relationship that the parties refer to as such, such as an operating lease agreement;
Intellectual property rights:	(i) patents, designs, trademarks, copyrights, database rights, personality rights, rights in topographies, trade names and all related rights, including rights that may be derived from applications to register such rights, (ii) rights relating to unfair competition, (iii) rights based on other distinctive and manufacturing achievements, such as the attachment to goodwill of a third party and (iv) all trade secrets, confidential information and other proprietary rights, including all rights relating to know-how and other technical information;
Office hours:	the usual working hours at the Canon Business Center;



Customer:	any natural person or legal entity with whom Canon Business Center concludes or negotiates an agreement;
Know-how:	ideas, concepts, (inventions), data, Specifications, technical and commercial knowledge and skills and other knowledge and skills relating to the Products, the Services and/or the Agreement;
Agreement:	any unilateral legal act between Canon Business Center and the Customer, however called, and any amendment and/or addition thereto as well as all (legal) acts in preparation and implementation of the Agreement, including these Terms and Conditions and Specifications;
Remote Agreement:	any unilateral legal act between Canon Business Center and the Customer, also a Consumer, concluded via the Online Store, in preparation and execution of an Agreement;
Products:	all items that are the subject of the Agreement, including (peripheral) equipment, Consumables, Hardware, Software, toner and spare parts;
Response time:	the time within which Canon Business Center will begin to remedy a reported fault;
Service:	the elimination of faults in the Products reported to Canon Business Center by Canon Business Center by performing technical interventions and replacement of parts to the extent deemed necessary by Canon Business Center (corrective maintenance), the preventive measures deemed necessary by Canon Business Center in order to maintain the Products in the desired technical condition (preventive maintenance), the improvements or other Modifications to the Products deemed necessary by Canon Business Center in order to make the Products permanently compliant with the applicable safety requirements or to bring them in line with the latest technology (refresher maintenance). This expressly does not include work resulting from a shortcoming on the part of the Customer;
Service Level:	standards agreed in writing for the quality of the Services;
Service Agreement:	a commitment in respect of Service to be provided by Canon Business Center on behalf of the Customer;
Software:	the Software supplied to the Customer by Canon Business Center in accordance with the Agreement, including any third-party Software supplied by Canon Business Center;
Specifications:	the Specifications attached separately to the Agreement which, where applicable, describe the Services, Products, Customer's Technical Requirements, Acceptance Test or Service Level;
Customer Technical Requirements:	the technical requirements agreed in writing, imposed by the Customer for the Products and/or the Services;



Fees:	all Fees agreed and set out in the Agreement that the Customer owes or will owe to Canon Business Center under the Agreement (including these Terms and Conditions);
Supplies:	Consumables and/or Replacement parts;
Consumables:	all Consumables used in the performance of the Agreement and/or the use of the Products consumed, including ribbons, paper, toner, starter and cartridges;
Replacement parts:	Parts with a limited lifespan that need replacement during the term of the Agreement;
Terms and conditions:	these General Terms and Conditions, including the Special Service Agreement Terms and Conditions, the Special Terms and Conditions of Rental Agreements and the Special Terms and Conditions of IT Services and Consultancy;
Online shop:	www.canonbusinesscenternederland.shop ;
Working days:	any day that is not a Saturday, Sunday or national holiday in the Netherlands as well as a scheduled day off that applies to Canon Business Center;
Working environment (of the Customer):	the Customer's information technology, telecommunications and other relevant infrastructure, including the Customer's internet connections as well as the connections of Telecom providers, which is in any way connected to or with the Products and/or Services to be provided by Canon Business Center under the Agreement;
Amendment:	any change or modification to the Products, the Fees, the Services or otherwise, as agreed upon by the parties in writing subject to the provisions of Article 26.

Article 2. Applicability of the Terms and Conditions

- 2.1 These Terms and Conditions apply to all quotations, offers and Agreements relating to the sale, supply and rental of Products and Services from Canon Business Center to the Customer.
- 2.2 In the event of a conflict between the provisions of these Terms and Conditions and the Agreement the provisions of the Agreement will prevail. Moreover, special Terms and Conditions prevail over general Terms and Conditions. Any derogation from the present Terms and Conditions is only permitted if this is recorded in writing and duly signed by both parties.
- 2.3 The invalidity of one or more provisions under these Terms and Conditions will not affect the legal effect of the other terms and conditions.
- 2.4 In cases not provided for in these Terms and Conditions and the Agreement, the Canon Business Center will make reasonable arrangements.
- 2.5 Any general terms and conditions (including purchasing conditions) on the part of the Customer are expressly rejected.

Article 3. Offers and formation of an Agreement

- 3.1 An offer or (price) quotation is only an invitation to place an order and therefore does not bind Canon Business Center.
- 3.2 An Agreement is only concluded if and insofar as an order has been accepted in writing by an authorised representative of Canon Business Center (including acceptance or confirmation by fax or electronic means) or when Canon Business Center executes the order. That which has been determined in the previous sentence, will also apply to supplements to the Agreement.



Nevertheless, Canon Business Center is entitled to accept verbal confirmation as if it has been given in writing.

- 3.3 If descriptions, images, catalogues, technical data, computer programs and the like belong to an offer or (price) statement, they will remain the property of Canon Business Center at all times, unless this is expressly deviated from in writing, and must be returned at Canon Business Center's first request. The Customer is responsible for ensuring that this information is not copied or made available to third parties or made available for inspection without Canon Business Center's consent. In this regard, Canon Business Center reserves any rights under intellectual property rights.

Article 4. Fees

- 4.1 Unless otherwise agreed, the Fees quoted by Canon Business Center are expressed in euros and exclusive of VAT and are valid for delivery "ex warehouse".
- 4.2 For Agreements with a value below an amount determined by Canon Business Center, reasonable administration costs may be charged according to the regulation in force at Canon Business Center at the time of the execution of the administrative Agreement.
- 4.3 Fees are based on the conditions applicable to Canon Business Center at the time of concluding an Agreement, such as exchange rates, purchase prices, labour costs, freight rates, import and export duties, excise duties, levies, such as copyright levies, (sub) license and franchise fees and taxes, levied directly or indirectly on Canon Business Center or charged to Canon Business Center by third parties. If these circumstances change after the conclusion of the Agreement, Canon Business Center will have the right to adjust the fee, by means of charging the costs ensuing from these circumstances to the Customer. Such changes must be communicated to the Customer at least 30 (thirty) days prior to the commencement date. In addition hereto, Canon Business Center will be entitled to adjust the fees annually on the basis of cost trends. Canon Business Center shall inform the Customer of this in a timely manner.
- 4.4 Canon Business Center will charge the Customer separately for any necessary transport costs, including insurance, the costs of work necessary or to be executed upon the Customer's request concerning the delivery, installation, implementation or instructions, as well as the costs of any provisions to be reasonably made for the installation.
- 4.5 Canon Business Center will charge the Customer separately for any administrative adjustments made at the Customer's request.

Article 5. Periods

- 5.1 While agreed delivery times can never be regarded as final deadlines, these will be observed as much as possible by Canon Business Center. When delivery does not take place on time, Canon Business Center must therefore be given notice of default in writing.
- 5.2 Where an agreed period has been exceeded and in the event that a product appears to be unobtainable (even temporarily) in accordance with the specifications, the Customer will not have any right to compensation concerning this. In that case, the Customer will also not have any right to terminate the Agreement, even partially, unless it cannot reasonably be demanded of the Customer that it maintain the part of the Agreement concerned. In the latter case, the Customer shall be entitled to (partially) rescind the Agreement to the extent Canon Business Center has failed imputably or the delivery cannot take place due to force majeure.
- 5.3 If Canon Business Center requires data or auxiliary materials from the Customer for the performance of an Agreement, the delivery period will never commence any earlier than on the day on which all required data or auxiliary materials are in the possession of Canon Business Center.
- 5.4 Canon Business Center maintains the right, at any time and at its choice and discretion, to perform an Agreement in parts and to demand payment for this. In the event of partial deliveries, these will be regarded as based on separate Agreements to which these Terms and Conditions apply.



Article 6. Delivery and risk

- 6.1 Canon Business Center shall make the products available at the delivery address agreed with the Customer, and at that location at a specific place agreed with the Customer. In the absence of consensus regarding the delivery address, the delivery will take place "ex warehouse" from Canon Business Center.
- 6.2 Following delivery in accordance with Article 6.1, the risk of the products will transfer to the Customer.
- 6.3 If the Customer does not take delivery of the products, or does not do so in a timely manner, the Customer will be in breach of contract without any notice of default. In that event, Canon Business Center will be entitled to store the products at the Customer's expense and risk. The Customer will continue to owe the purchase price, plus the statutory interest and any further costs to be incurred, such as those for transport, storage and insurance.

Article 7. Retention of title and reservation of rights during leasing

- 7.1 The Customer will only become the owner of the products it has purchased subject to a suspensive condition unless, prior to the delivery of the products by Canon Business Center, the Customer has fulfilled all payment obligations towards Canon Business Center, on the basis of the Agreement as well as on the basis of other Agreements related thereto, including obligations to payment of financial penalties, interest and costs.
- 7.2 In the event that the Customer does not fulfil any obligation under the Agreement towards Canon Business Center with regard to the products, Canon Business Center will be entitled to take back these products and/or to terminate the Agreement. In such cases, the Customer hereby authorises Canon Business Center to enter the locations and to carry out such acts as are useful or necessary for the (actual) repossession of the products by Canon Business Center.
- 7.3 The Customer will be obliged to insure the risk of fire and theft with regard to the products rented or not paid for by it, and to show evidence of this insurance on Canon Business Center's immediate request, unless expressly agreed otherwise in writing.
- 7.4 If and for as long as the Customer has still not paid what it owes to Canon Business Center, the Customer is not permitted to dispose of, pledge, or otherwise encumber the products sold to the Customer, nor to lease, lend or in any other manner, or on whatsoever basis, relocate these products or give them to third parties to use.
- 7.5 The Customer is only provided with rights, including user rights, if it has paid the fees agreed for this in a timely manner and in full.
- 7.6 If and for as long as the Customer still has not paid that what it owes to Canon Business Center, or if the products are rented by the Customer, the Customer will be obliged to immediately inform Canon Business Center when it becomes aware of third parties that believe themselves able to enforce rights in the products delivered or leased by Canon Business Center. The Customer shall, upon the first request from Canon Business Center, and in relation to the provisions of the second sentence of Article 7.2, inform Canon Business Center of the location of the products.
- 7.7 If attachment is levied on the unpaid for or leased products, moratorium (provisional or otherwise) is granted to the Customer, or the Customer is declared insolvent, the Customer shall immediately inform the bailiff, the administrator, or the receiver respectively, in writing, that the products are the property of, or leased by, Canon Business Center, unless expressly made known or agreed otherwise in writing. The Customer shall also immediately inform Canon Business Center of this in writing, no later than within 12 (twelve) hours of the Customer having become aware of the aforementioned claims.
- 7.8 The Customer warrants that a prejudgment or execution attachment of the Products, which are the property of Canon Business Center, will be lifted immediately.



- 7.9 Canon Business Center will be entitled to take all measures deemed necessary by it for the protection of its rights and the rights of third party owners of the products. The costs of these measures will be at the Customer's expense, unless the reason for these measures is caused by a circumstance that cannot be attributed to the Customer. The Customer shall pay these costs to Canon Business Center immediately on request.

Article 8. Inspection and complaints

- 8.1 The Customer shall check the Products carefully and in a timely manner upon delivery or installation. Externally observable defects in the delivered goods must be reported in writing by the Customer to Canon Business Center within 3 (three) Business Days after delivery or installation, giving a clear and accurate description of the complaint and submitting the invoice. Defects which were not observable at the time of delivery or installation, nor could have become apparent on careful and timely inspection, must be notified by the Customer to Canon Business Center within 3 (three) Business Days after they become apparent, in the manner described above.
- 8.2 After detecting a defect, the Customer shall immediately cease and desist from using or installing the Products and furthermore to do and/or refrain from doing everything reasonably possible to prevent (further) damage.
- 8.3 The Customer is not free to return the products before Canon Business Center has agreed to this. The reasonable costs incurred for the return consignment will only be at Canon Business Center's expense if a complaint has been made in a timely, correct and justifiable manner, which will be at the discretion of Canon Business Center.
- 8.4 Canon Business Center is not liable for a defect in a Product, if the Customer has failed to fulfil one or more of its obligations under the Agreement and if the Customer was required to perform first.

Article 9. Guarantees and obligations on the part of Canon Business Center

- 9.1 Canon Business Center shall provide the services and/or supply the products in accordance with the provisions of the applicable Agreement.
- 9.2 Canon Business Center does not provide any guarantee or promise whatsoever with regard to the products or services of third parties supplied by Canon Business Center. In any event, Canon Business Center will not be obliged to provide any guarantee to the Customer that is further-reaching than that which Canon Business Center can make vis-a-vis the third party involved.
- 9.3 Subject to the condition that the Customer has made a complaint in accordance with the provisions of Article 8, and it has been demonstrated that the products and/or services do not correspond to that which has been agreed – which will be exclusively at the discretion of Canon Business Center – Canon Business Center will have the option, where applicable, to:
- a. repair the defects free of charge;
 - b. supply a replacement product or products having received back the defective product(s);
 - c. repay the purchase price paid pro rata, or credit the invoice that has not yet been paid, with termination of the Agreement by means of a statement in writing;
 - d. pay compensation in whatsoever form, in consultation with the Customer.
- Through the fulfilment of one of the options referred to here, Canon Business Center will be fully discharged from its obligations and not obliged to any further compensation or remuneration whatsoever.
- 9.4 With regard to repairs or separately delivered parts a warranty period of 30 (thirty) days applies, calculated from the date of the repair or delivery of the parts concerned.

-
- 9.5 Any reliance on a warranty cannot be accepted in one or more of the following events:
 - a. if Canon Business Center has not been provided with the opportunity to inspect the validity of the complaint;
 - b. if the product is used or serviced by the Customer in an improper, careless, or unsuitable manner – which will be exclusively at the discretion of Canon Business Center – including excessive use of the product and use of materials that do not meet the specifications of Canon Business Center – once again, exclusively at the discretion of Canon Business Center;
 - c. if the Customer – or a third party on the instructions of the Customer – has installed, changed, repaired and/or started up the product without permission and/or express instructions of Canon Business Center;
 - d. if the complaints are not reported to Canon Business Center with due regard to the provisions of Article 8;
 - e. if the product is moved and/or reinstalled without prior permission in writing from Canon Business Center and/or without due regard to express instructions of Canon Business Center in this respect;
 - f. if the Customer does not fulfil one or more of its obligations under the Agreement;
 - g. insofar as the defect that is the subject of the complaint is caused by a third party or by external causes, such as telephone connection breakdowns and interface problems;
 - h. if no valid invoice, stating the type and serial number of the products, can be submitted;
 - i. if the product is not provided with a serial number affixed in the factory;
 - j. if warranty obligations in respect of Products or Services supplied by Canon Business Center have been assumed by third parties.
- 9.6 Consumables, glass plates, wires and connection cables, as well as any defects to these, and work that forms part of the daily maintenance as described in the operating instructions, are excluded from the guarantee; this work will be carried out by Canon Business Center upon the request of the Customer in exchange for the charges applicable at that time.
- 9.7 The work required under the terms of the warranty will be executed at the location of the products concerned for all products of more than 30 (thirty) kilogrammes, and for all machines up to 30 (thirty) kilogrammes in the warehouse of Canon Business Center or of a third party designated by Canon Business Center. In the latter event, the expense and risk according to the dispatch to the address stated by Canon Business Center shall be borne by the Customer.
- 9.8 Unless expressly agreed otherwise in writing, Canon Business Center never guarantees that the delivery, installation, repair or maintenance of the products, or the provision of services, will take place without interruption and free of viruses or errors, or that Canon Business Center can discover or repair defects in or interruptions to the Customer's working environment, or that the products will function in hardware and/or software combinations that have been chosen by the Customer; Canon Business Center will therefore never be liable for the damage ensuing therefrom for the Customer.

Article 10. Absence of specifications

- 10.1 If, for any reason whatsoever, no specifications are included in the Agreement, Canon Business Center guarantees that the delivered products, during correct use, will to a significant degree, have the functionality as described in the manufacturer's written technical specifications at the time of the delivery, and will to a significant degree function in the manner described therein, and that the services provided will be executed with reasonable expertise and carefulness.
- 10.2 The provisions of Articles 8 and 9 apply – *mutatis mutandis* – without prejudice to the cases referred to in the previous subclause.

●

Article 11. Guarantees and obligations on the part of the Customer

- 11.1 The Customer acknowledges that Canon Business Center can only fulfil its obligations on the basis of the Agreement if the Customer provides cooperation to Canon Business Center in a complete and timely manner. Unless parties have agreed otherwise in the specifications, the Customer itself shall be obliged:
- a. to take all precautionary measures that are reasonably necessary to protect the Customer's working environment, the products and the services, in order to limit to a minimum the possibility of disruption of the Customer's business operations as a result of breakdowns, delays, cessation, or other shortcomings in the Customer's working environment, the products and the services;
 - b. to take responsibility for ensuring complete backups of all files, data and/or programs, before as well as during the period when Canon Business Center delivers the products and/or the services, in order to be able to make any reconstructions;
 - c. to implement and use effective data protection, access security, firewalls and anti-virus checks, including for any emails that the Customer and/or the Customer's employees, the Customer's representatives or the Customer's subcontractors send to Canon Business Center;
 - d. to implement adequate recovery plans for emergencies, such as facilities for storage and backups at another location;
 - e. to ensure that all persons involved in the execution of the obligations on the part of the Customer will be expert and properly trained and will be under the supervision of the Customer and that upon the request from Canon Business Center, a contact person will be appointed who will keep Canon Business Center informed;
 - f. to make all information available to Canon Business Center, which Canon Business Center requires to be able to fulfil its obligations towards the Customer;
 - g. to follow all instructions and recommendations of Canon Business Center and the third parties engaged by Canon Business Center, such as auxiliary persons, suppliers and manufacturers.
- 11.2 Prior to Canon Business Center providing the products and/or the services, the Customer will be obliged to make preparations in a timely manner to ensure that the working environment will function properly and is in a good state, subject to the provisions of Article 11.1.
- 11.3 The Customer guarantees:
- a. to be fully authorised to enter into and to perform the Agreements subject to the Terms and Conditions described therein;
 - b. to have the right to the use of the software, the hardware, the systems, the IP addresses, the domain names, and all other objects within its working environment, and that this use will be in accordance with the relevant Terms and Conditions, licences and agreements with third parties;
 - c. that the entering into of the obligations and the fulfilment thereof by Canon Business Center, on the basis of the Agreement, will not infringe any rights or obligations towards third parties;
 - d. that all necessary permits, consents, approvals, licences and other consents required to enter into and perform the Agreement have been obtained in writing;
 - e. to have provided all information to Canon Business Center with regard to current and previous problems, which could be relevant for Canon Business Center concerning the performance of the Agreement, including problems with regard to deterioration of the provision of service, problems within the Customer's working environment, problems in the Customer's relationships with other suppliers, disputes, users' problems, and other problems related to the Customer or the Customer's working environment;
 - f. that all information, materials, documentation and data, such as IP addresses, email addresses and domain names, which are provided in whatsoever form by or on behalf of the Customer to Canon Business Center are substantively correct and complete;

- - g. that the Customer's working environment complies with all relevant legislation and regulations and mandatory industry standards;
 - h. that the Customer has implemented all prior recommendations of Canon Business Center.
- 11.4 The Customer guarantees that the products will not be used for purposes that are in conflict with any legal or contractual provision. The Customer indemnifies Canon Business Center in this respect against claims by third parties for that reason. The Customer also indemnifies the third parties, such as auxiliary persons, suppliers and manufacturers, engaged by Canon Business Center in the same manner.
- 11.5 The Customer shall provide Canon Business Center with access to and use of all information, data, documentation, compute' time, the Customer's working environment, assistance areas, immovable property, workspace, personnel, office departments, hardware, software, and all other objects and information which Canon Business Center reasonably requires for the performance of the Agreement.
- 11.6 Unless expressly agreed otherwise in writing with Canon Business Center, the Customer will be fully responsible for the suitability of the products and/or the services for the Customer's enterprise. The Customer guarantees towards Canon Business Center in this respect that the specifications are correct and complete and meet the Customer's technical requirements.
- 11.7 If products are to be linked to equipment that has not been delivered by Canon Business Center, such as computer systems, the Customer will be responsible for testing the functioning of the combination of the products and this equipment (or having it tested). If parties have agreed that Canon Business Center will conduct the test, the Customer will make the equipment concerned as well as the test procedure concerned available to Canon Business Center.
- 11.8 The Customer indemnifies Canon Business Center against claims by third parties on the basis of intellectual property rights.
- 11.9 If Canon Business Center provides cloud services to the Customer, such as Software as a Service (SaaS), Platform as a Service (PaaS) and Infrastructure as a Service (IaaS), the Customer will be prohibited with regard to the use of the server or the Customer's data traffic from being involved in *hacking*, including providing unauthorised access to computer systems, software and/or data of third parties. The Customer is furthermore prohibited from being involved, via Canon Business Center's provision of cloud services, in illegal activities or in activities that can be harmful to Canon Business Center's server, or any other server connected to the internet. The Customer indemnifies Canon Business Center against any claims by third parties relating to the aforementioned.
- 11.10 Without prejudice to that which has been determined elsewhere in this Agreement, Canon Business Center retains the right – a right which is explicitly recognised by the Customer – to issue the Customer with a reasonable proposal, in consideration thereof, to adapt the Agreement or to enter into a new Agreement if the Customer makes excessive use of the Product and/or consumable materials – to be determined by Canon Business Center. If and to the extent that the Customer is unwilling to cooperate in this regard, it will be in default towards Canon Business Center as referred to in Article 19.4 of these Terms and Conditions.

Article 12. Liability

- 12.1 Canon Business Center will only be liable for damage suffered by the Customer that is directly and exclusively the consequence of negligence on the part of Canon Business Center, always provided that the compensation will not amount to more than the sum, excluding VAT, stipulated for the Agreement concerned.
- 12.2 Indirect damage – such as consequential loss, lost profit, lost chances or savings, decrease in value of assets, loss of goodwill and reputation, loss due to business interruption, for example due to equipment downtime, damage due to loss of data and environmental damage – is not taken into consideration for compensation, with the exception of an intentional act or gross negligence on the part of Canon Business Center.
- 12.3 Canon Business Center will not be liable for errors or defects – in any sense – in the event that

- - Canon Business Center has not stipulated any financial consideration, nor for damage that has arisen resulting from breakdowns in the line connections or terrestrial transmissions used by the Customer, regardless of how these have arisen.
- 12.4 Canon Business Center will never be liable for damage that is caused by network breakdowns, or the loss (wholly or in part) of the power supply. Canon Business Center is also not liable for the loss of or destruction of digitally saved (on hard disks and/or in the cloud) files, documents and/or information, regardless of the cause thereof, with the exception of when there is an intentional act of wilful recklessness on the part of Canon Business Center.
- 12.5 Canon Business Center is furthermore not liable for damage that has arisen during the execution of the service and management activities due to breakdowns in the hardware, whether or not delivered by Canon Business Center.
- 12.6 Canon Business Center is not liable for the decisions taken by the Customer on the basis of advice provided by Canon Business Center and any consequences ensuing therefrom. The Customer is therefore at all times responsible for taking their own decisions.
- 12.7 Canon Business Center will never be liable for any discrepancy between the suitability of the products and the services, the specifications and the Customer's technical requirements.
- 12.8 Without prejudice to the provisions of the previous subclauses of this article, the total compensation will not amount to more than EURO 500,000 (five hundred thousand euro) per incident and per year, whereby a series of incidents is considered one single incident.
- 12.9 The Customer shall compensate Canon Business Center for all costs and damage which Canon Business Center considers due to any shortcoming on the part of the Customer in the fulfilment of the Customer's obligations towards Canon Business Center on the basis of an Agreement, including these Terms and Conditions. The Customer will furthermore compensate any damage suffered by Canon Business Center which is otherwise caused by the Customer and/or the third parties engaged by the Customer.

Article 13. Payment

- 13.1 The Customer shall pay all fees charged to it, in the currency set out in the invoice, and without express statement, in euro, including VAT, without reduction, deduction, set-off or suspension, within 30 (thirty) days after the invoice date, in the manner stated by Canon Business Center. Unless agreed otherwise, the Customer will be invoiced every 3 (three) months for the periodic rental instalments and this will be 15 (fifteen) days prior to the commencement of each rental period. The payment of the rental instalments will take place by means of direct debit collection, unless expressly agreed otherwise in writing. Arrangements with, or payments to, third parties will not be acknowledged by Canon Business Center, unless expressly agreed in writing for each case separately.
- 13.2 If the Customer does not pay within the agreed period, or the direct debit collection is reversed, the Customer will be deemed to be in default by operation of law, and Canon Business Center will be entitled, without the requirement of any notice of default, to charge the Customer a fee due to loss of interest, equal to the statutory interest under Section 119a Book 6 of the Civil Code.
- 13.3 If the Customer is in default towards Canon Business Center, the Customer will be obliged, on the basis of the provisions of Section 96 subsection 2 opening words and under c Book 6 of the Civil Code to compensate Canon Business Center for the extrajudicial costs, which will be in accordance with the Extrajudicial Collection Costs (Fes) Decree [Dutch 'BIK'] or any regulation replacing it.



- 13.4 If Canon Business Center at any time has reasonable doubts regarding the Customer's creditworthiness, or regarding (the preparedness for) fulfilment of the Customer's obligations towards Canon Business Center, Canon Business Center will have the right, prior to providing (further) performance, to require an advance payment from the Customer, or that the Customer provides proper security in the amount that Canon Business Center can claim or will be able to claim, whether or not due and payable, from the Customer on the basis of the Agreement, which will be at the discretion of Canon Business Center.
- 13.5 The refusal by the Customer to provide the required security will give Canon Business Center the right to terminate the Agreement, without prejudice to its right to compensation of expenses and lost profits. All costs attached to proving payment security are at the Customer's expense.
- 13.6 If, after the formation of the Agreement, but before the delivery of the products and/or services a considerable deterioration occurs in the financial position of the Customer, Canon Business Center will be entitled, wholly or in part, to decide against further performance of the Agreement, or as the case may be to demand an amendment of the payment terms.
- 13.7 If more than one natural person and/or legal entity acts as the Customer, they will be jointly and severally liable towards Canon Business Center for the whole.

Article 14. Intellectual property rights

- 14.1 Unless expressly agreed otherwise, all intellectual property rights ensuing from the work executed by or on behalf of Canon Business Center during the performance of an Agreement, as well as all intellectual property rights to the products and/or services delivered by Canon Business Center, are vested exclusively and fully in Canon Business Center and/or its subcontractors or licensors. This also applies to all intellectual property rights to and ensuing from the specifications.
- 14.2 Notwithstanding any other provision in these Terms and Conditions, these Terms and Conditions will not alter the status of the entitlements of the entitled parties to intellectual property rights that were already in existence prior to the conclusion of these Terms and Conditions.
- 14.3 The Customer undertakes to never restrict Canon Business Center, directly or indirectly, in the use for other Customers of the same or comparable ideas, concepts, know-how, technologies, systems, products, services, or other general knowledge that Canon Business Center has acquired or will acquire related to the fulfilment of its obligations on the basis of an Agreement.
- 14.4 The Customer will only use or disclose to third parties the work ensuing from, or forming part of, the products and/or the services that are protected by intellectual property rights to the extent that Canon Business Center has provided a licence for this purpose in writing. The Customer is not permitted to copy, distribute or otherwise disseminate or disclose any documentation and information supplied with the Products and/or Services other than for internal use.
- 14.5 The Customer is not permitted to wholly or in part remove, change, or make invisible any designation concerning copyright, trademarks, trade names, or intellectual property rights, from the products and the services, including designations concerning the confidential nature and secrecy of the products or the services and the software contained therein.
- 14.6 If the Customer might acquire any right to the intellectual property rights as referred to in Article 14.1, the Customer will, upon request of Canon Business Center, transfer these intellectual property rights free of charge and, if transfer is not possible, provide the rights of use to Canon Business Center.

Article 15. Indemnity with regard to intellectual property rights

- 15.1 In the unlikely event that the use or the possession of the products and/or the services by the Customer infringes the intellectual property rights of third parties, or Canon Business Center is of the opinion that the use or the possession can be regarded as such, Canon Business Center can at its own expense, if Canon Business Center deems this desirable:



- a. acquire the right on behalf of the Customer to continue to use the product and/or to continue to provide the service, without being liable thereby for the (alleged) infringement;
- b. change or replace the products and/or the services for the prevention of an (alleged) infringement;
- c. terminate the Agreement with immediate effect, by means of a notification in writing, insofar as the infringement related to the delivered products and/or services, subject to repayment to the Customer of the payments already made by the Customer and after deduction of a reasonable fee for the use of the product and/or the service until the date of the termination.

Article 16. Software licences

- 16.1 Canon Business Center provides the Customer with a non-exclusive licence for the use of the software subject to the terms and conditions set out in Articles 14 and 15 and subject to any additional terms and conditions, which will be made available to the Customer at the delivery of the software, but at all times subject to the condition that the Customer fulfils its obligations towards Canon Business Center on the basis of the Agreement concerned.
- 16.2 The Customer shall refrain from copying, reproducing or trading (any part of) the software, except to the extent expressly permitted in the Agreement and except to the extent permitted by law under the circumstances.
- 16.3 Unless expressly agreed otherwise in writing, the Customer will be entitled:
- a. to use, to save, to load, to install, to export, or to display a copy of the software for the Customer's own use;
 - b. to make a reasonable number of backups (copies) of the software, for the purpose of the permitted use, subject to the condition that on all copies, in accordance with the statement on the original copy of the software delivered to the Customer, it is stated that the copyright thereof accrues to Canon Business Center.
- 16.4 Insofar as the software delivered by Canon Business Center originates from third parties and/or belongs to third parties, the provisions of this Article 16 will also apply. In that event Canon Business Center will provide the Customer with a sub-licence for this third-party software, subject to the terms and conditions of the agreement between Canon Business Center and the licensor, including any applicable general terms and conditions of the licensor concerned, which the Customer can request from Canon Business Center if required, following which Canon Business Center will forward these free of charge by return of post. If the licensor requires this, the Customer will cooperate in entering into a separate license agreement directly with the licensor.
- 16.5 The Customer will refrain from compiling, reverse engineering, disassembly, or in another manner scaling back the software or any part of it, or as the case may be from allowing third parties to do this. Except with regard to the software of third parties delivered by Canon Business Center, Canon Business Center will upon request of the Customer deliver the interface data that is required to make the interoperability between the software and the computer programs that are produced independently from this possible, which will be after advance payment of the reasonable costs that Canon Business Center must incur related thereto.
- 16.6 In that case, the Customer will exclusively be permitted to export the software and other relevant documentation from the country where the Customer originally acquired these if the Customer complies with the applicable import and export legislation, rules and other regulations applicable to the software or any part of it and if the Customer has acquired the necessary permission from the authorities concerned.
- 16.7 The source code of the software and the technical documentation produced during the development of the software will not be made available to the Customer.



- 16.8 The Customer will, promptly after the end of the right of use of the software, for any reason whatsoever, return to Canon Business Center all the copies of the software that are in the Customer's possession, insofar as the software does not form an inextricable part of the product and/or service. If the parties have agreed that upon termination of the right of use, the Customer shall destroy those copies of the Software that do not form an inseparable whole with the other components of the Product and/or the Service, and the Customer shall immediately notify Canon Business Center of such destruction in writing and, if requested, provide proof of the destruction by means of a statement from an independent expert.
- 16.9 Unless expressly agreed otherwise in writing, the Customer shall itself investigate whether the Software upgrades or new versions are suitable for use in accordance with the Specifications and are compatible with the operating system, database software, web browsers and versions adapted to the Customer's specific requirements. The Software upgrades or new versions may be provided by Canon Business Center upon request, when available to Canon Business Center, but only for such period and on such terms as Canon Business Center deems commercially and practically feasible.
- 16.10 Without prejudice to the other provisions of the Agreement, Canon Business Center's maintenance obligation will in all cases be limited to the extent to which the supplier supports the Software it has commissioned - including upgrades and new versions. Canon Business Center's maintenance obligation will come to an end when the supplier no longer supports the software, including upgrades and new versions, made available to them.
- 16.11 The Service Agreement will come to an end, to the extent that it applies to the software, upon the termination of the user rights for the software.

Article 17. Force majeure

- 17.1 If, due to force majeure, one of the parties is prevented from fulfilling the obligations on the part of this party under the Agreement, this party will immediately inform the other party of this force majeure, stating all particulars, including a reasonable estimate of the expected duration of the force majeure. Furthermore, this party will keep the other party informed of all developments, related to the force majeure. The party that is in a force majeure situation will be obliged to take the measures which can be expected from a party acting reasonably and carefully, to be able to end the force majeure as soon as possible. Such measures will be at the expense and risk of the party that is in a force majeure situation.
- 17.2 Force majeure will arise if a party cannot fulfil its obligations under the Agreement due to circumstances beyond its control and, moreover, not attributable to it under Law, a warranty given by it or generally accepted practice. Force majeure is also taken to mean: war, riots and civil commotion and hostilities of whatsoever nature, embargo, boycott, environmental disasters, epidemics, lack of raw materials, delays and lack of transport options, breakdowns in Canon Business Center's company, import and export barriers or prohibitions, hindrances caused by measures, laws or decisions of international, national or regional government agencies.
- 17.3 Canon Business Center will never be liable for damage ensuing from force majeure. Canon Business Center can accordingly never be held liable by the Customer for compensation.
- 17.4 In the event of temporary force majeure, the mutual obligations of that part of the Agreement which is affected by the force majeure situation will be suspended.
- 17.5 In the event of partial performance by Canon Business Center, the Customer will owe a pro-rata part of the fees.
- 17.6 In the event of force majeure, the Customer will not have any right to remuneration or compensation, even if Canon Business Center might have some advantage as a result of the force majeure.



- 17.7 If any suspension as referred to above has lasted for more than 3 (three) months, or if, in the opinion of Canon Business Center as well as the Customer, it is already established in advance that this will last for more than 3 (three) months, each of the parties can terminate the Agreement, insofar as the force majeure justifies this, by registered letter with immediate effect, without the other party thereby being obliged to the payment of any remuneration or compensation.

Article 18. Creditor's default

- 18.1 In the event that Canon Business Center cannot rely on creditor's default, no shortcoming can ever be attributed to Canon Business Center. There will be creditor's default inter alia if on the part of the Customer the following is not or not properly ensured:
- a. the installation and/or maintenance of a system for the correction of errors, up-to-date software upgrades or new versions, which Canon Business Center has delivered, or that are generally made available by Canon Business Center or other suppliers;
 - b. compliance by the Customer's working environment with whichever relevant legislation and regulations and mandatory industry standards may be applicable;
 - c. adequate, proper and/or complete preparation and/or maintenance of the Customer's working environment;
 - d. an act or omission on the part of the Customer or a third party as a result of which Canon Business Center is unable, wholly or in part, to fulfil its obligations on the basis of the Agreement or otherwise.

Article 19. Default, suspension and termination

- 19.1 If the Customer does not, does not properly or does not timely fulfil any obligation arising for it under the Agreement, and therefore fails to perform, Canon Business Center is entitled to suspend the performance of the Agreement and related obligations until the Customer has fulfilled its obligations under the Agreement.
- 19.2 The Customer will be in default by operation of law without further notice of default if one of the situations described below comes about:
- a. it requests bankruptcy and/or an emergency arrangement or declares bankruptcy;
 - b. it requests a moratorium;
 - c. it adopts a statutory debt restructuring program;
 - d. it requests or adopts an insolvency regime;
 - e. it offers any type of deal to creditors;
 - f. or it is subject to comparable legal facts and circumstances in conformity with foreign or international law.
- 19.3 The Customer will also be in default if, after having been duly notified by Canon Business Center, the Customer fails to fulfil one or more of its obligations under the Agreement or fails to do so properly or on time.
- 19.4 If the Customer is in default, Canon Business Center retains the right to:
- a. demand the Customer fulfil the obligations resulting from the Agreement and pay additional damages;
 - b. claim substitute damages as referred to in Article 6:87 of the Dutch Civil Code in lieu of the fulfilment of the obligations resulting from the Agreement;
 - c. claim damages from the Customer in conformity with Article 6:74 of the Dutch Civil Code;
 - d. fully or partially terminate the Agreement.



- 19.5 Substitute damages, as referred to in Article 19.4 introduction and under b, are immediately payable and will be estimated at (i) the amount equal to the sum of the expired, unpaid Fees and (ii) any current, future Fees which the Customer owes Canon Business Center which would be due if the Agreement were to be fulfilled.
- 19.6 The Customer is obliged to compensate Canon Business Center for any damages incurred if Canon Business Center decides to fully or partially terminate the Agreement due to the incidence of one of the situations referred to in Sections 2 and 3 of this article or if a legal or extrajudicial ruling is issued which states that the Agreement will be fully or partially terminated. The dissolution damages are equal to the sum of the Remuneration which the Customer would owe Canon Business Center if the Agreement had not been terminated but had continued as planned.
- 19.7 Canon Business Center retains the right to recover the Products in question if it decides to terminate the Agreement. The Customer is also obliged to take any necessary steps and perform any necessary actions which will provide Canon Business Center with the option to execute their rights under penalty of an immediately due fine of €1,000.00 (in words: one thousand euros) per day during which Canon Business Center is not able to execute its rights.

Article 20. Transfer of rights and obligations

- 20.1 Canon Business Center will be entitled at any time to transfer its rights and obligations – its legal relationship with the Customer – ensuing from the Agreement, including the ownership of the products that are the subject of the Agreement, wholly or in part, to third parties, such as a financing institution or a leasing company (hereinafter referred to as: the Leasing Company). The Customer grants advance consent and cooperation with regard to the transfer referred to in the previous sentence. If, in the context of any contract takeover, the ownership of products of Canon Business Center also transfers to the Leasing Company, the Customer states in advance that the Customer will respect the ownership rights of the Leasing Company related to the products. The Leasing Company will always be entitled to engage third parties for the execution of the Agreement.
- 20.2 The Customer will not enforce any claims against Canon Business Center – by whatever name – against the Leasing Company, and will not derive any rights, including rights of suspension, therefrom. The Customer will also not set off claims against Canon Business Center against the payments to be made to the Leasing Company.
- 20.3 The Customer is not permitted to transfer the rights and obligations ensuing from the Agreement to third parties without permission in writing from Canon Business Center. In the event that Canon Business Center provides cooperation to the contract takeover (transfer) referred to in the previous sentence, the Customer will owe a fee for this to Canon Business Center due to administrative costs. This payment will amount to EUR 250 (two hundred and fifty euro) excluding VAT in the event that this concerns a contract value to be transferred of less than EUR 1,000,000 (one million euro), and EUR 500 (five hundred euro) if this concerns a contract value to be transferred of EUR 1,000,000 (one million euro) or more.

Article 21. Sublease and third-party clause

- 21.1 The Customer states that it is aware, and, insofar as necessary, agrees that the ownership of the products can be (or can become) vested in the Leasing Company, or that the products can (or will) be pledged to the Leasing Company for security of the payment of all that the Leasing Company can or might claim from Canon Business Center on the basis of rental agreements and/or financial lease agreements, or on any other basis whatsoever.
- 21.2 Should Canon Business Center default vis-à-vis the Leasing Company at any time and the Leasing Company require the Customer to surrender the Products on that basis, the Customer will be required to surrender the Products to the Leasing Company at the location designated by the Leasing Company without right of retention.



- 21.3 As a result of the recovery of the products by the Leasing Company as referred to in the previous subclause, or if a situation occurs as referred to in the next subclause, the Agreement between Canon Business Center and the Customer will terminate by operation of law and with immediate effect.
- 21.4 If the situation as referred to in subclause 2 of this Article occurs and the Leasing Company wishes to continue the use by the Customer of the products, the Customer will be obliged to enter into a rental agreement with the Leasing Company for the remaining duration of the Agreement subject to identical terms and conditions.
- 21.5 The applicability of Sections 226 and 227 Book 7 of the Civil Code is expressly excluded.

Article 22. Subcontracting

- 22.1 If Canon Business Center engages subcontractors for the delivery of the products and/or the services, the Customer agrees thereto in advance.
- 22.2 Insofar as Canon Business Center has outsourced its rights and obligations on the basis of the Agreement, Canon Business Center will nevertheless remain responsible towards the Customer for the proper and complete fulfilment of its obligations on the basis of the Agreement.

Article 23. Use of personal data

- 23.1 Canon Business Center as well as the Customer will comply with the applicable legislation and regulations for the protection of privacy, in particular, the General Data Protection Regulation (GDPR or Dutch: AVG).
- 23.2 In the event that Canon Business Center's Products or Services involve the processing of personal data and Canon Business Center acts as a "processor" as defined in Article 4(8) of the GDPR and the Customer as a "data controller" as defined in Article 4(7) of the GDPR, the "processor's agreement" attached as Appendix 1 to these General Terms and Conditions, which includes additional safeguards regarding the processing and security of personal data, will form an integral part of the Agreements between Canon Business Center and the Customer.

Article 24. Scope of the Agreement

- 24.1 The Customer will be responsible for the execution of all work that is not expressly assigned to Canon Business Center by or pursuant to the Agreement, or that does not fall under the responsibility of Canon Business Center on the basis of the Agreement.
- 24.2 Unless Canon Business Center has stated otherwise in writing, the Customer acknowledges and accepts that if the Customer requests that Canon Business Center executes such work, the Customer must pay a fee to Canon Business Center and that such a fee will be set on the basis of the hourly rates and cost of materials that are standard at that time for Canon Business Center.

Article 25. Confidentiality

- 25.1 The contents of the Agreement and all information acquired by parties in the context of the Agreement, with the exception of data that is public knowledge, will be regarded by parties as strictly confidential information. The parties will maintain complete confidentiality with regard to the confidential information during the term of the Agreement and for 3 (three) years from the end of the Agreement.
- 25.2 Parties will not disseminate the confidential information within their organisations to a wider circle than is necessary for the proper performance of the Agreement. The Parties require their staff to comply with these confidentiality provisions.
- 25.3 The confidential information referred to in the previous subclauses includes inter alia: information regarding the manner of business operations, specific Know-how and financial and technical data.



- 25.4 The confidential information will only be provided to third parties after acquiring permission in writing from the other party for this purpose and in cases in which this is required by law.
- 25.5 The above will not affect the entitlement of Canon Business Center to share the confidential information referred to in this article with the Leasing Company, in the event that Canon Business Center transfers to a leasing company its legal relationship with the Customer on the basis of a Rental Agreement. In that event Canon Business Center will require that the Leasing Company will also treat the information referred to in this article as confidential.

Article 26. Amendment of these Terms and Conditions

- 26.1 Canon Business Center will be entitled to amend these Terms and Conditions on minor points. Canon Business Center will announce amendments of these Terms and Conditions at least 10 (ten) calendar days prior to the entering into effect thereof. The amendments referred to will enter into effect on the date set out in the announcement.
- 26.2 Canon Business Center will announce the amendments referred to in the previous subclause by means of a personal notification and/or by means of a general notification on the website of Canon Business Center.
- 26.3 The Changes referred to in the first paragraph of this article shall also apply in respect of already existing Agreements, unless the parties have agreed otherwise in writing.
- 26.4 The Customer is not entitled to terminate the Agreement prematurely if Canon Business Center changes these Terms and Conditions.

Article 27. Miscellaneous provisions

- 27.1 An omission by a party to exercise, wholly or in part, a right on the basis of the Agreement or postponement thereof will not be considered the waiver of such a right. The single or partial exercise of a right on the basis of the Agreement by a party will not exclude other or further exercise of that right or other rights.
- 27.2 If any provision of the Agreement is deemed to be invalid, illegal, or unfeasible, the validity, legality and feasibility of the other provisions will not be affected or reduced in any manner whatsoever.
- 27.3 These Terms and Conditions can be requested free of charge from Canon Business Center.

Article 28. Change of circumstances

- 28.1 If unforeseen circumstances occur, such as a change in legislation and regulations, as a result of which unaltered maintenance of the Agreement by Canon Business Center can no longer be expected in accordance with criteria of reasonableness and fairness, parties will in that case adjust the existing Agreement insofar as necessary.
- 28.2 If, in the situation referred to in the first subclause of this article, parties cannot adjust the existing Agreement, they will in that case enter into consultation with each other regarding entering into a new Agreement.

Article 29. Choice of law and court with competent jurisdiction

- 29.1 The law of the Netherlands applies to the Agreement.
- 29.2 Disputes with reference to the Agreement, these Terms and Conditions, and the rules and regulations that are applicable on the basis thereof, insofar as not otherwise prescribed by mandatory statutory provisions, will be submitted to the competent court of Zeeland-West-Brabant.



Special Terms and Conditions for Service Agreements

Article 30. Service Agreement

- 30.1 The obligation on the part of Canon Business Center to provide service to the Customer must be set out at all times in writing, in the absence of which Canon Business Center cannot be obliged to provide service to the Customer. If no service is agreed within the Agreement, but the Customer does require this, Canon Business Center will make a proposal in this respect to the Customer, with due regard to the provisions of Article 3 of these Terms and Conditions. If the Customer does not accept the offer, the Customer will nevertheless owe the costs to Canon Business Center, which Canon Business Center had to incur to make a customised offer to the Customer.
- 30.2 If several products, which in the opinion of Canon Business Center can be regarded as complementary or similar, are present in the Customer's enterprise Canon Business Center will have the right to require that the Customer will conclude a Service Agreement with regard to all of these products. Whether or not there are similar products, will be exclusively at the discretion of Canon Business Center and will also depend on the application of the same technology and/or the use of the same type of toner.

Article 31. Special obligations on the part of the Customer

- 31.1 The Customer will use the products (or have these be used) in an expert manner for the purpose for which these are intended and equipped, as well as in accordance with the manual and instructions, and will treat these with due care and will protect these against damage, in particular due to damp, dust and climatological impact.
- 31.2 The Customer will precisely observe and implement the directions, instructions and regulations provided by Canon Business Center with regard to the use and maintenance of the products, as documented in the operating instructions.
- 31.3 The Customer will not process any consumables which do not meet the specifications provided by Canon Business Center with the products.
- 31.4 The Customer is not permitted to affix, or let third parties affix, changes, adjustments, additions, improvements and suchlike to the products or the system within which the products function, other than with prior permission in writing from Canon Business Center, in the absence of which all obligations on the part of Canon Business Center will immediately lapse.
- 31.5 The Customer itself is not permitted to execute work (or have work executed) that falls under the service concept, unless Canon Business Center has provided permission in writing for this purpose.
- 31.6 The Customer is not permitted - in any way, shape or form - to use the Consumables for other purposes than those which are intended within the scope of executing the obligations resulting from the Agreement and/or the use of the Products.

Article 32. Execution of the service

- 32.1 Canon Business Center will run the service of the products at the placement address, or as the case may be in accordance with the provisions of Article 9.7 in the warehouse of Canon Business Center, or of a third party designated by Canon Business Center. Suitable personnel of the Customer such as a system administrator must be present during the service work.
- 32.2 All work by or on behalf of Canon Business Center will be executed in principle during office hours.
- 32.3 Canon Business Center will instruct the personnel that it uses to follow the rules and regulations provided by the Customer, such as those with regard to health and safety and the environment, at the Customer's sites and in the Customer's buildings.
- 32.4 All (parts of) the products that are replaced by Canon Business Center during the execution of the service will remain the property of Canon Business Center.

-
- 32.5 In addition to Article 22 of these Terms and Conditions, it applies that the service can be executed wholly or in part by means of subcontracting by Canon Nederland N.V. In that case the terms and conditions of Canon Nederland N.V. will also apply, as these are recognised in the Service Level Agreement between Canon Business Center and Canon Nederland N.V. A copy of these terms and conditions will be forwarded free of charge by Canon Business Center to the Customer upon the first request from the Customer.

Article 33. Service fees

- 33.1 Canon Business Center shall execute the service in exchange for a fee paid by the Customer and agreed in writing with the Customer. If no fee has been agreed, the fee will be calculated on the basis of the rates and prices applicable to Canon Business Center at the time of the execution of the service. Unless agreed otherwise, Canon Business Center will periodically, every 3 (three) months, invoice by means of advance payment.
- 33.2 Canon Business Center will be entitled to increase the fee for the service if the maximum period for which Canon Business Center has stated to wish to provide the product service concerned, has been reached and the Customer nevertheless makes it known that it wishes to continue with the Service Agreement.
- 33.3 The following costs can be separately charged to the Customer at the rates and prices of Canon Business Center applicable at the time of the execution:
 - a. of the execution of the orders given verbally or in writing by the Customer, which do not fall under the Service Agreement;
 - b. of the work that is the result of a shortcoming on the part of the Customer;
 - c. of waiting periods if a service technician cannot commence or continue his/her work resulting from causes to be attributed to the Customer;
 - d. of work outside office hours;
 - e. of the service requested by the Customer without sufficient grounds;
 - f. all Consumables which have been made available to the Customer by Canon Business Center which (i) are not part of the Agreement, (ii) or which are in excess of the monthly estimate created by the Canon Business Center;
 - g. of the work due to incompetent use of the products or the use of unsuitable consumables;
 - h. of the work related to any exceptional load (including peak load) of any equipment (including peripheral equipment);
 - i. extra costs in the event that the placement address and/or the address where the work must be executed is not situated on the mainland of the Netherlands, such as extra travel time and costs connected to transport.
- 33.4 The fee stated by Canon Business Center will apply for a period of 6 (six) months. Canon Business Center will determine this Fee each time prior to the next 6 (six) months. This change will be notified at least 30 (thirty) days prior to the envisaged commencement date. If and insofar as this leads to an increase in the monthly Fee by a percentage of more than 15% (fifteen per cent), the Customer has the right to terminate the Rental Agreement and the Service Agreement in writing within 3 (three) weeks of the announcement of the price increase and in any case prior to the intended effective date. In the calculation of the percentage referred to in this subclause, the increase of the fee on which subclause 1 and subclause 2 of this article are based, as well as the costs that are charged to the Customer on the basis of Article 33.3 under a up to and including g, will not be taken into consideration.
- 33.5 Notwithstanding the provisions of article 33.2, Canon Business Center is entitled to replace a Product with an equivalent Product if the Product to be replaced is no longer cost-effective, solely at the discretion of Canon Business Center. This occurs, among other things, if the costs of maintenance (corrective, preventive or innovative) exceed the benefits at any time.



- 33.6 The price of an A4 and A3 (additional) print is determined based on an average coverage rate of 5%. The coverage rate is based on the total amount of toner and/or ink (per color) used for the entire printable area of an A4 sheet, as well as an average total number of Consumables and/or Replacement Parts. If during the term of the Agreement there is a higher-than-applicable consumption of Supplies, Canon Business Center is entitled to charge the additional excess Supplies to the Customer at the then-current prices and rates. Supplies ordered by the Customer, deviating from the normative print consumption, will be additionally invoiced to the Customer simultaneously with the delivery.

Article 34. Counter readings

- 34.1 In the event that the Fee is based on an estimate of the number of prints and scans to be made by the Customer and the calculation thereof takes place by means of counters present in or on the Products, the Customer is obliged to submit the counter reading(s) to Canon Business Center on the last business day of each agreed period in the manner specified by Canon Business Center, by e-mail, internet or other agreed method.
- 34.2 If the counter statement is not received by Canon Business Center within one week of the end of the relevant period, Canon Business Center will be entitled to estimate the volume of prints and scans itself and, if necessary, to adjust the Fee accordingly and charge the Customer, plus the administrative costs incurred by Canon Business Center for that estimate.
- 34.3 Canon Business Center retains the right to compare at any time the actual printing/scanning volume and/or the volume estimated by Canon Business Center on the basis of Article 34.2 with the volume calculated in advance and to adjust the payment accordingly if necessary.
- 34.4 Defects in the product counter(s) must be reported by the Customer to Canon Business Center no later than within 8 (eight) office hours after the occurrence thereof and will be repaired as soon as possible by Canon Business Center or by a third party to be designated by Canon Business Center.
- 34.5 If the Customer does not report a defect in the counter(s) or does not report this in a timely manner, the provisions of Article 34.3 will apply accordingly.

Article 35. Breakdown reporting and response time

- 35.1 The Customer will report breakdowns of the products immediately after the occurrence thereof in writing to Canon Business Center's service department, with a specified statement of the noticed symptoms and the correct type and serial number of the product. This report and statement will be made by the Customer's most skilful employees in this regard, who will be the main point of contact, where possible, for Canon Business Center and its service technicians.
- 35.2 Canon Business Center strives for a response time that is as short as possible. While the average response time is less than eight office hours, here it is more a matter of the obligation on the part of Canon Business Center to address the issue at hand, and not an obligation to achieve a result. There will therefore not be any breach on the part of Canon Business Center if, with regard to a specific report, no commencement is made to the repair of the reported breakdown within the average response time.

Article 36. Duration of the Service Agreement

- 36.1 The duration of the Service Agreement will be set down in writing and is equal to the duration of the Rental Agreement – including its tacit extension – unless explicitly agreed to otherwise in writing.



Special Terms and Conditions for Rental Agreements

Article 37. Ownership and risk

- 37.1 The Customer acknowledges that the products remain the property, intellectual or otherwise, of Canon Business Center, or as the case may be Canon Business Center's subcontractors and/or licensors. All parts installed in or affixed to the products by a Customer or a third party remain or will become the property (intellectual or otherwise) of Canon Business Center, or the subcontractors and/or licensors referred to, without the Customer being able to claim any compensation.
- 37.2 The Customer must take out insurance against all potential damage to the products. The Customer will be strictly obliged to follow the instructions and regulations provided by Canon Business Center and/or the insurance company in this respect, and to provide all possible cooperation in the speedy settlement of any damage.
- 37.3 The Customer will refrain from any acts, promises and/or statements, from which acknowledgement of an obligation of compensation can be derived, and will in general refrain from all that could harm the interests of Canon Business Center and/or its insurance company.
- 37.4 Any loss, theft, or destruction of products, as well as any damage, whether or not caused through the fault of the Customer, to the products and/or by the products to third parties, must be reported immediately by the Customer by telephone to Canon Business Center and immediately thereafter confirmed by the Customer by means of a registered letter.
- 37.5 As soon as the Customer suspects that one or more products have been stolen, the Customer must promptly report this to the police and provide Canon Business Center with a copy of the official police report.
- 37.6 Loss of or damage to the products will not give the Customer any right to amendment, termination, or suspension of any Agreement, nor affect the obligations on the part of Canon Business Center under the Agreement.

Article 38. Rental fees

- 38.1 The fee to be paid by the Customer consists of a fixed part and a variable part. The fixed part related to printing is based on the maximum number of prints per month, as determined between the parties based on the average number of prints during the preceding 12 (twelve) months or, failing that, based on the number of prints the Customer expects to make. If and to the extent that the Customer makes more prints than the fixed part of the Fee is determined for, the Customer is liable for an additional print price (the variable part) for each additional print, as specified in the Agreement. The fixed part related to scans consists of a *fixed fee* and is based on a *fair use policy*, allowing the Customer to make a maximum of 3,000 (three thousand) scans per month per machine. If and to the extent that the Customer makes more scans than referred to in the preceding sentence, the Customer is liable for an additional scan price (the variable part) for each additional scan.
- 38.2 Unless otherwise agreed, (i) the Fee for an A3 color print is equal to twice the Fee for an A4 color print, (ii) the Fee for an A3 black print is equal to twice the Fee for an A4 black print, (iii) the Fee for an A3 color additional print is equal to twice the Fee for an A4 color additional print, (iv) the Fee for an A3 black additional print is equal to twice the Fee for an A4 black additional print, and (v) the Fee for an additional scan is equal to the Fee for an A4 black additional print.
- 38.3 The agreed Fees are valid for a period of 6 (six) months and will be adjusted prior to the next 6 (six) months based on already known and/or reasonably expected cost developments. Changes will be announced at least 30 (thirty) days prior to the effective date. If this results in an increase in the Fee by more than 15% (fifteen percent), the Customer has the right to terminate the Lease Agreement and the Service Agreement relating to the leased Products with effect from the intended effective date of the new Fee, by written notice within 30 (thirty) days after the announcement of the price increase and in any case prior to the intended effective date.



- 38.4 The fixed part of the Fee is always due quarterly in advance, unless otherwise agreed. The variable part of the Fee (for additional prints and scans) is always due quarterly in arrears, unless otherwise agreed. There will be no adjustment if in any previous period fewer prints and/or scans were made than the agreed basic number of prints and scans.
- 38.5 In the event that the calculation of the number of prints and scans made by the Customer is determined by counters present in or on the Products, the provisions of article 34 shall apply, provided that Canon Business Center has the right under that article to invoice an estimated volume of prints and scans, in accordance with the provisions of the Agreement.
- 38.6 Canon Business Center has the right to demand a deposit from the Customer. No interest shall be paid on this deposit. Upon termination of a Lease Agreement, the deposit shall be set off against any claims Canon Business Center may have against the Customer.

Article 39. Related to the Service Agreement

- 39.1 If a Rental Agreement is entered into, the Customer will be obliged to also conclude a Service Agreement with regard to the rented products. If no Service Agreement has come into effect, Canon Business Center will be entitled after notice of default, whereby the Customer is offered a reasonable period to still enter into a Service Agreement, to terminate the Rental Agreement.

Article 40. Duration of the Rental Agreement

- 40.1 The duration of the Rental Agreement will be set down in the Rental Agreement. The Rental Agreement will be considered to be of 12 (twelve) months duration if no specific duration is otherwise agreed to.
- 40.2 The Rental Agreement will be consecutively extended with the same terms and conditions for a period of 12 (twelve) months following the agreed or tacit extension of the duration of the Rental Agreement, barring one of the parties informing the other party at least 12 (twelve) months in advance of the agreed to or tacit extension of the agreement of their desire to terminate the (renewal of) the Rental Agreement in writing.
- 40.3 The Customer will authorise Canon Business Center to act on their behalf if Canon Business Center decides to fully or partially transfer their legal relationship, arising from the Rental Agreement (including the Service Agreement), with the Customer to a third party, in conformity with Article 20 or Article 21 of these conditions and is obliged to terminate the Rental Agreement (including the Service Agreement) in conformity with that which has been determined in this article.
- 40.4 The Customer will be obliged to make the products available to Canon Business Center for repossession from the day on which the Rental Agreement ends, in their original, good and clean condition, making allowances for the usual wear and tear. In order to effect the collection, the Customer grants Canon Business Center or any third parties engaged by it permission to enter its premises. The costs attached to the repossession, like the costs of the deinstallation and transport, will be at the Customer's expense, unless agreed otherwise. In the event of non-compliance with the provisions of this subclause, the Customer will be in default by operation of law and the Customer will incur an immediately payable financial penalty which is not subject to judicial mitigation of EUR 500 (five hundred euros) per day during which the Customer continues to fail to make and keep the products available, or return them, without prejudice to the other rights of Canon Business Center.

Article 41. Additional guarantees and obligations on the part of the Customer

- 41.1 The Customer states that it is aware of the fact that Canon Business Center can report the Rental Agreement, as well as the repayment record, insofar as applicable, to the Credit Registration Bureau. The Customer hereby states that it consents to this.



- 41.2 The Customer also states that it is aware of the fact that Canon Business Center will use the Customer's personal data and any other data of the Customer during the formation and compliance with the Rental Agreement with regard to financial services and the management of the relationships ensuing therefrom, including the prevention and combat of fraud and the execution of activities that are focused on increasing the Customer database of Canon Business Center.
- 41.3 The Customer furthermore states to be aware of the fact that, for the purpose of the above, for administrative purposes, as well as for the promotion of the efficiency of the business operations of Canon Business Center, Canon Business Center makes available the data of the Customer to third parties within and outside the group of companies which Canon Business Center forms part of, inside as well as outside the Netherlands, as well as to the Leasing Company, which Canon Business Center has transferred its legal relationship with the Customer to, which legal relationship is based on the Rental Agreement, all this with due regard to the provisions of the applicable legislation and regulations. The Customer agrees to all the foregoing already now and then.

Special Terms and Conditions for IT Network Installation and Consultancy

Article 42. Applicability of Special Terms and Conditions IT Network Installation and Consultancy

- 42.1 The provisions following hereinafter will always apply, in addition to Articles 1 up to and including 29, to Agreements in the course of which Canon Business Center supplies products to the Customer, which must be adapted to the Customer's enterprise and/or in the course of which Canon Business Center provides services in the field of development, installation and/or support of the Customer's information technology network, or in the event that the provisions following hereinafter are expressly declared applicable.

Article 43. Responsibilities on the part of the Customer

- 43.1 Insofar as this forms part of the specifications, the Customer will be fully responsible for the accuracy and completeness of the Customer's technical requirements and the formation of the service levels.
- 43.2 The Customer cannot claim any compensation, replacement, repair, or adaptation if the products and/or services do not meet the Customer's technical requirements, which are not expressly set out in the specifications and/or have not been expressly agreed by the parties in writing.

Article 44. Acceptance tests

- 44.1 The provisions of this article apply insofar as parties have agreed to an acceptance test.
- 44.2 Canon Business Center will inform the Customer when one or more products and/or services are ready for testing. The acceptance tests will be executed by Canon Business Center in order to demonstrate that one or more products and/or services meet the Customer's technical requirements to a significant degree. The acceptance tests can be executed by Canon Business Center after the delivery of the products and/or services to the Customer, or at any other time in the delivery process.
- 44.3 On request from Canon Business Center, the Customer undertakes to offer assistance and support to Canon Business Center free of charge, which Canon Business Center may require from time to time during the execution of the acceptance tests. These acceptance tests may be attended by an authorised representative of the Customer.
- 44.4 Acceptance will take place at the time when Canon Business Center has informed the Customer in writing that a product or service has successfully passed the acceptance tests in accordance with the Agreement.



Upon the receipt of such a message from Canon Business Center the Customer must forward an acceptance certificate signed by the Customer to Canon Business Center for the sake of completeness. The failure to sign this and/or return the acceptance certificate will not affect the acceptance itself.

- 44.5 Acceptance can also occur automatically as soon as the Customer uses a product or a service for a purpose other than the assistance of Canon Business Center during the execution of the acceptance tests.

Article 45. Rejection of acceptance

- 45.1 If an Acceptance Test fails in accordance with the provisions of Article 44, the Customer shall provide Canon Business Center, free of charge, with such assistance and support as may be required to ascertain the cause of the failure of the relevant Acceptance Test and to assist Canon Business Center in repeating the relevant Acceptance Test.
- 45.2 If Canon Business Center is unable to comply with an Acceptance Test to a significant extent because one or more Products or Services are defective, Canon Business Center will - at its discretion, at its own expense and within a reasonable period of time - repair or replace the defective Products and/or Services, such that they can successfully pass the Acceptance Tests.
- 45.3 If a product or service has not successfully passed the acceptance test concerned to a significant degree for a reason other than set out in Article 45.2, the Customer will have the right to require that Canon Business Center, within a reasonable period and at its own expense, change a part of the specifications in consultation with the Customer, in order for the product and/or the service to successfully pass the acceptance test concerned, unless the defect can be attributed directly or indirectly to the Customer.
- 45.4 If a Product or Service does not successfully pass the relevant Acceptance Test to a significant extent for any reason other than as set out in Article 45.2, the Customer is entitled to demand that Canon Business Center, within a reasonable time and at its own expense, modify any part of the Specifications in consultation with the Customer so that the Product and/or Service successfully passes the relevant Acceptance Test, unless the defect is directly or indirectly attributable to the Customer.
- 45.5 To the extent that the amended Specifications provide for the need for additional Products and/or Services to successfully pass the relevant Acceptance Test, Canon Business Center will cooperate to enable the Customer to purchase such additional Products or Services. Following the delivery of such additional products and/or services, the acceptance tests will be conducted in accordance with the provisions of Article 44.

Article 46. The consequences of acceptance

- 46.1 From the moment of acceptance, Canon Business Center will no longer be bound by the obligations and any liability ensuing from the delivery and/or the installation of the products and/or services insofar as these relate to the IT network installation and consultancy.

Article 47. Provision of services

- 47.1 If the services provided by Canon Business Center do not meet the Customer's technical requirements and/or the service levels, as set out in the specifications, to a significant degree, Canon Business Center will, as soon as this is feasible, take all reasonable measures free of charge to remedy these defects for the future. Canon Business Center is not responsible for failure to meet the Customer's Technical Requirements and Service Levels to the extent such failure is attributable to the Customer.



Remote Agreement / Online shop

Article 48. Remote Agreement / Online shop

- 48.1 These Terms and Conditions are fully applicable to all offers made by Canon Business Center and to all Remote Agreements entered into by Canon Business Center and the Customer, or Consumer, on the understanding that the provisions in this chapter will prevail in the event they conflict with the Law or other provisions which have been included in these Terms and Conditions.
- 48.2 Before entering into a Remote Agreement, these Terms and Conditions will electronically be made available to the Customer, or Consumer, in such a way that they can easily be stored on a durable data carrier by the Customer, or Consumer. If this is reasonably not an option, then prior to the Remote Agreement being entered into, the Customer, or Consumer, will be informed where an electronic copy can be found, or a copy of these Terms and Conditions will be made available to the Customer, or Consumer, electronically or by other means, free of charge upon request.

Article 49. Offer

- 49.1 The offer contains a full and accurate description of the Products and/or Services being made available. The description is sufficiently detailed so that the Customer, or Consumer, is able to properly judge the offer. Images used by Canon Business Center will provide a true depiction of the Products and/or Services being made available. Any obvious errors or obvious mistakes discovered within an offer will not be binding for Canon Business Center.
- 49.2 Each offer will contain such information that the Customer, or Consumer, will be made aware of the rights and obligations resulting from the acceptance of the offer. This particularly concerns things like the price, the VAT due, the delivery fee and the methods for payment, delivery and execution of the Agreement.

Article 50. Order

- 50.1 Canon Business Center retains the right to decline orders placed via the online shop, or to subject them to certain delivery conditions. These conditions will be explicitly featured in the offer. Orders will always be rejected if the Customer, or Consumer, fails to enter all the necessary data into the fields concerned on the Online shop's order form. If an order is rejected, then Canon Business Center issues notice to this effect no later than ten (10) days following the receipt of the order.
- 50.2 Orders submitted via the Online shop can only be cancelled by the Customer, or Consumer, if Canon Business Center explicitly consents to this in writing.

Article 51. Right of withdrawal

- 51.1 When purchasing Products, the Customer, or Consumer, retains the right to dissolve the Agreement without having to provide a reason within fourteen (14) days, by means of the withdrawal form which can be found on the Online shop's website. This cooling-off period will start on the day following the receipt of the product by the Customer or Consumer.
- 51.2 The Customer, or Consumer, will return the Products and all the delivered accessories to Canon Business Center as quickly as possible and within thirty (30) days at the latest following the date on which the Customer, or Consumer, exercised their right of withdrawal.
- 51.3 The Customer, or Consumer, will bear the direct costs for returning the Product.
- 51.4 The risk and burden of proof concerning the correct and timely execution of the right of withdrawal rest with the Customer, or Consumer.



- 51.5 Returns will only be accepted if the Customer, or Consumer, has treated the Product and packaging carefully. The Customer, or Consumer, will only unwrap the Product or use it in the manner necessary for determining the nature, characteristics and functioning of the Product. They may only use and inspect the Product in the manner that would be permitted in one of the branches of Canon Business Center.
- 51.6 If an order returned to Canon Business Center is not in the condition referred to in the previous paragraph, then the Customer, or Consumer, will be bound to compensate Canon Business Center for the resulting damages incurred (the depreciation of the Product). In these cases, Canon Business Center retains the right to settle the amount owed in damages with the amount they will refund the Customer, or Consumer.
- 51.7 The Right of Withdrawal referred to in this article does not apply to (i) Products that were fully or partially created for or built to specifications provided (tailor-made products), (ii) to Products that cannot be resold due to their implementation which exceeded the boundaries for determining the nature, characteristics and the functioning of the Products, and (iii), for Products which were delivered sealed and for which the seal was broken following the delivery.
- 51.8 If the Customer, or Consumer, exercise their right of withdrawal, then all supplemental Agreements shall be dissolved by operation of the law.
- 51.9 If Canon Business Center allows the Customer, or Consumer, to exercise their Right of Withdrawal electronically, then they will immediately issue a confirmation of receipt of this notification.
- 51.10 Without prejudice to that which has been determined in Article 51.6, Canon Business Center will reimburse the Customer, or Consumer, for all payments, either immediately or within 30 days following the date on which they received the product or the date that the Customer, or Consumer, proves that they returned the product.
- 51.11 Canon Business Center will use the same payment method as the one used by the Customer, or Consumer. The Customer, or Consumer, will receive this payment free of charge.

Article 52. Dissolution

- 52.1 The Customer, or Consumer, can dissolve the Agreement without incurring any expenses as long as the receipt of acceptance has not been confirmed by Canon Business Center. The Customer, or Consumer, will not be entitled to any damages.
- 52.2 If the delivery did not or only partially took place within thirty (30) calendar days following the agreed delivery date, then the Customer, or Consumer, will be entitled to dissolve the Remote Agreement in respect of the part for which no performance has taken place.



Appendix 1: Processor Agreement

This Processor Agreement forms an integral part of the Agreement between Canon Business Center - as Processor within the meaning of Article 4(8) GDPR - and the Customer - as Controller as defined in Article 4(7) GDPR.

Bearing in mind the provisions of Article 28(3) GDPR, Canon Business Center, as Processor, and Customer, as Controller, have agreed the following:

Article 1. Definitions

GDPR:	General Data Protection Regulation: (Regulation (EU) 2016/679);
Data subject:	a natural person whose personal data is processed;
Security breach:	a breach of the security that accidentally, or in an unlawful manner, results in the destruction, loss or unauthorised provision of, or change or unauthorised access to, forwarded, saved, or otherwise processed data;
Personal data:	all information regarding an identified or identifiable natural person;
Processing:	an operation or a set of operations concerning personal data or a set of personal data, whether or not executed by means of computerised procedures, such as the collection, recording, organising, structuring, saving, updating or changing, requesting, consulting, using, providing by means of forwarding, disseminating or making available in another manner, aligning or combining, blocking, deleting or destroying data;
Processor:	a natural person or legal entity, a government agency, a service, or another body, who/which processes personal data for use by the controller.

Article 2. The role of Canon Business Center

- 2.1 Canon Business Center only processes personal data on the instructions of the Customer, with the exception of deviating statutory obligations.
- 2.2 Canon Business Center will not process personal data other than where necessary for the performance of the Agreement and this Processor Agreement, and on the basis of the instructions in writing from the Customer.

Article 3. Guarantee

- 3.1 Canon Business Center will only provide access to personal data to its employees or sub-processors insofar as this is necessary for the provision of the services on the basis of the Agreement.
- 3.2 Canon Business Center guarantees that the persons who are authorised to process the personal data have undertaken to maintain the confidentiality thereof.



Article 4. Data export

- 4.1 Canon Business Center may only process Personal Data outside the European Union with the Customer's prior written consent.
- 4.2 The Customer shall not unreasonably withhold the consent referred to in Article 4.1.

Article 5. Confidentiality and security

- 5.1 Canon Business Center will be obliged to maintain strict confidentiality of the personal data. Canon Business Center guarantees that all persons who act under its authority and who have access to the personal data will also maintain confidentiality with regard to the personal data subject to the same terms and conditions.
- 5.2 Canon Business Center shall take all appropriate technical and organisational measures for the protection of personal data against loss or any form of unlawful processing. Canon Business Center does not guarantee that security measures will be effective under all circumstances. Canon Business Center will endeavour to ensure that the security measures are of a reasonable level, based on the requirements set out in the GDPR, taking into account the state of the art, the risks and nature of the Personal Data and the costs related to the security measures.

Article 6. Information

- 6.1 Canon Business Center will inform the Customer within a reasonable period if any peculiarities occur during the processing of personal data, with particular regard for (though not limited to) such incidents as unauthorised access to, or loss of, personal data and requests from third parties, including data subjects and competent authorities, related to the personal data and/or security breaches. Canon Business Center will keep the Customer informed of the progress and any new developments concerning such peculiarities and with regard to the measures taken by it.
- 6.2 Canon Business Center will also inform the Customer within a reasonable period, if it notices or is of the opinion that any instructions or any act or omission on the part of the Customer are in conflict with the GDPR.
- 6.3 Canon Business Center will be obliged, at any time and upon request from the Customer, to provide the Customer with all requested information with regard to the processing of the personal data. The Customer does not have the right to conduct audits.
- 6.4 The Customer does not have the right to conduct audits.

Article 7. Monitoring

- 7.1 In order to assess compliance with this Processor Agreement, the Customer shall be free to carry out an audit up to once a year by appointing an independent third party which shall be bound to confidentiality in this respect. Any such audit will follow Canon Business Center's reasonable security requirements and will not unreasonably interfere with Canon Business Center's organisational activities.
- 7.2 This audit may only take place:
 - a. In case of a concrete and well-founded suspicion of misuse of Personal Data;
 - b. Where the Customer cannot demonstrate a concrete and well-founded suspicion of misuse of Personal Data, with the consent of the Customer;
 - c. At most once a year when requested by the Customer.
- 7.3 The Customer shall give at least two weeks' prior written notice of the audit to Canon Business Center.
- 7.4 The findings from the audit will be discussed and evaluated by the parties and, where appropriate, any remedies implemented.
- 7.5 The costs of the audit shall be borne by the Customer.



Article 8 Responsibility and liability

- 8.1 With regard to the liability of both parties, the provisions set out in the Agreement shall apply.
- 8.2 Canon Business Center is responsible for processing Personal Data under this Processor Agreement in accordance with the Customer's instructions and under the (ultimate) responsibility of the Customer.
- 8.3 The Customer warrants that it has a legal basis to process the relevant Personal Data. The Customer further warrants that the content is not unlawful and does not infringe any right of a third party. Canon Business Center shall not be liable for violations of the GDPR and/or other legal obligations attributable to the Customer.
- 8.4 Canon Business Center shall not be liable for any damages and/or claims arising from the Customer's acts or omissions in breach of this Processor Agreement and/or the GDPR. Canon Business Center is also indemnified against third-party claims based on such damages, both material and immaterial. This also applies to costs to be incurred in connection with it, for example, in any legal proceedings or costs for any fines.

Article 9. Provision to third parties

- 9.1 Canon Business Center shall not provide or make available any Personal Data to a third party other than in the event that this is necessary for a transfer of rights and obligations and/or Products to a third party as referred to in Article 20.1 of the General Terms and Conditions, or pursuant to an express written order of the Customer or pursuant to an order of a judicial or administrative authority, provided that Canon Business Center shall, in that case, notify the Customer within a reasonable time after receipt of such order in order to enable the Customer to pursue all legal remedies available to it therewith.
- 9.2 If Canon Business Center is of the opinion that it needs to make Personal Data available to a competent authority on the basis of a legal obligation or needs to make a notification to such an authority, it will only do so after consultation with the Customer. Canon Business Center shall notify the Customer in writing of the legal obligation within a reasonable time, providing all relevant information that the Customer reasonably requires to take the necessary measures to determine whether disclosure or notification can take place and, if so, under what conditions.
- 9.3 Canon Business Center guarantees that any third parties engaged by it will be obliged, by means of an agreement in writing, to the fulfilment of all obligations under this processing agreement. Canon Business Center will only comply with such a request if the Customer has instructed Canon Business Center to do so in writing.

Article 10. Security breach / data breach

- 10.1 Canon Business Center shall immediately, but in any event within 48 hours of discovery, notify the Customer in writing of a Security Breach identified by Canon Business Center. This notification obligation applies regardless of the impact of the data breach. Canon Business Center will endeavour to provide the information supplied in a complete, correct and accurate manner.
- 10.2 Canon Business Center shall cooperate in the notification to the Personal Data Authority and to the Data Subject(s). The Customer remains the responsible party for all legal obligations in this regard.
- 10.3 In the event of the termination of the processing agreement, Canon Business Center will, insofar as this is reasonably possible, return to the Customer all the personal data made available to it, and will destroy all digital copies of the data, except where, in the opinion of Canon Business Center, an independent statutory obligation is vested in it that prohibits or limits it from returning or destroying the data wholly or in part.



The duty to report includes, at least, the duty to report that a data breach has occurred, including:

- the (probable) cause of the data breach;
- its (currently known and/or expected) consequences;
- the (proposed) solution;
- the measures already taken.

Article 11. Sub-processors

- 11.1 Canon Business Center is authorised to engage third parties in the performance of this Processor Agreement. The Customer, by signing this Processor Agreement, authorises Canon Business Center to engage Sub-processors in the performance of this Processor Agreement. Canon Business Center shall inform the Customer about the Sub-processors engaged.
- 11.2 Canon Business Center warrants that any third parties engaged by it are bound by a written agreement to comply with all obligations under this Processor Agreement.
- 11.3 The engagement of third parties does not affect Canon Business Center's full liability for all obligations under this Processor Agreement.

Article 12. Termination of agreement

- 12.1 This Processor Agreement is entered into for the duration of the Agreement. Obligations that by their nature continue beyond the term of the Processor Agreement shall continue to apply beyond the end of the term of the Processor Agreement.
- 12.2 In the event of termination of the Processor Agreement, Canon Business Center shall, as far as reasonably practicable, return all Personal Data made available to it to the Customer and destroy all digital copies of the Data, except if, in Canon Business Center's opinion, it is subject to an independent legal obligation that prohibits or restricts it from returning or destroying all or part of the Data. Canon Business Center shall in that case guarantee the confidentiality of the Personal Data to the Customer and will not process the Personal Data except in fulfilment of its aforementioned legal obligation or upon written instruction from the Customer.

Article 13. Transfer of rights and obligations

- 13.1 Canon Business Center shall at all times be entitled to transfer its rights and obligations under this Processor Agreement in whole or in part to the third parties referred to in Article 20 of the General Terms and Conditions. The Customer grants advance consent and cooperation with regard to the transfer referred to in the previous sentence.

Article 14. Severability

- 14.1 If one or more provisions of this Processor Agreement are found to be invalid, the Processor Agreement will otherwise remain in force. The parties will consult on the provisions that are not legally valid, in order to find a replacement arrangement that is legally valid and as close as possible to the purport of the arrangement to be replaced.

Article 15. Choice of law and court with competent jurisdiction

- 15.1 This Processor Agreement is governed by Dutch law.
- 15.2 Disputes with reference to this Processor Agreement will be submitted to the Court with competent jurisdiction of Zeeland-West Brabant, insofar as not mandatorily prescribed otherwise by law.