

GENERAL CONDITIONS
May 2020
REAC B.V. and REAC Solutions B.V., established in Rotterdam, the Netherlands

Article 1. Applicability

1. These general conditions are applicable to agreements of REAC B.V. and REAC Solutions B.V., in the following jointly referred to as REAC.
2. Wherever reference is made in these general conditions to “buyer”, thereby must be intended any natural or legal person that has a contractual relationship with REAC on account of a purchase agreement concluded with REAC, or that wishes to enter into another type of agreement.
3. Wherever reference is made in these general conditions to “matters”, thereby must also be understood “software” and “hardware”. Wherever reference is made in these general conditions to “delivery (of matters)”, thereby must also be understood the carrying out of services and activities of whatever nature.
4. What is stipulated in these general conditions can only and exclusively be deviated from if and to the extent such has been expressly established in writing.
5. If the buyer refers to (his) general conditions as well, the conditions of the buyer are not applicable. This is only different if and to the extent the applicability of the conditions of the buyer are not in conflict with the general conditions of REAC, in which case only what is stipulated in the conditions of REAC is applicable. No clause to a different effect in the conditions of the buyer affects the preceding.
6. REAC has the right to unilaterally modify these General conditions. REAC will timely inform buyer accordingly and will notify buyer when the modified General conditions enter into effect.

Article 2. Adoption agreement

1. REAC sends a quotation to the buyer, in which quotation a term for acceptance is stated. If the buyer indicates within the term for acceptance to accept the quotation in its entirety, the agreement is adopted between parties. A partial acceptance of the buyer must be considered as a (new) offer of the buyer, for which offer REAC will first have to indicate in writing whether it accepts it.
2. Each quotation of REAC is revocable; also within the acceptance term.
3. Any possible additional arrangements and/or commitments made by collaborators of REAC, or made on behalf of REAC by other persons who act as representatives only bind REAC if such arrangements and/or commitments have been confirmed by (an) authorized representative(s) of REAC in writing.

Article 3. Delivery terms

1. The delivery times submitted by REAC enter into effect on the day on which the agreement is adopted, on condition all information that REAC needs for the implementation of the order is in its possession as well. The delivery terms submitted by REAC can never be considered strict time limits, unless expressly established otherwise in the individual agreement. If a buyer requests to have the delivery of matters carried out in another than the customary manner, then REAC may bill the associated costs to the buyer.
2. If the delivery is carried out in batches, REAC has the right to consider each delivery as a separate transaction.

Article 4. Property of hardware and licenses for software

1. Associated with the REAC system is a service contract that describes and establishes in an express manner the nature, substance, and tenor of the warranty and the manner and/or scope of the maintenance obligations on the part of REAC. Said service contract will be made available to the buyer along with the sale, for cognisance, approval, and signing.
2. Within the service contract, reference is made to maintenance, software updates, and bug-fixes, to which buyer is entitled through an ongoing service contract. New functionalities created by REAC or by one of its suppliers, however, are not covered by it, and buyer therefore is not entitled to such through the service contract. New functionalities with associated hardware must be purchased separately.
3. In addition, the property title to the hardware is expressly limited with regard to the access to the infrastructure of the REAC system, bearing in mind both the cashless- and the management information system.

4. The gaining of access to the infrastructure and/or source code of the REAC system without permission, irrevocably leads to the committing of an unlawful violation of the intellectual property right of REAC, as well as to the committing of a criminal act, whereby REAC upon identification of a violation or an attempt thereto will immediately proceed to file a police report.
5. Buyer acquires a (non-exclusive) license for the software.
6. The duration of the license for the delivered software depends on what is established in the agreement concerning. If a periodic amount is billed, the license is always linked to the period that the amount is in regard to (thus, for a fixed duration). By periodic payment for software is also intended the payments that flow from the service contract for the software/systems mentioned in it. In case of non-payment of any periodic amount (or upon termination of the service contract), the license lapses.
7. The buyer cannot transfer, pawn, or himself sub-license the license on software. The license does not cover the source code either.

Article 5. Retention of title

1. Hardware supplied by REAC remains the property of REAC until the moment of full settlement of everything the buyer owes on account of, related to, or flowing from the hardware supplied by REAC, to REAC.
2. Software supplied by REAC always remains the property of REAC; buyer only has a license.
3. The buyer never has the right to provide the unpaid hardware as any form of collateral or to establish any other commercial or personal right on it for the benefit of a third party.
4. Intellectual property of all delivered matters in a broad sense always remains the property of REAC.
5. REAC has the right at all times to take under its control the matters and/or software that are in the possession of the buyer (or third parties) though they belong as property to REAC, as soon as it can reasonably be assumed that there is a fair chance that the buyer will not fulfil his obligations. The preceding leaves unaffected the rights that flow from general legislation: REAC specifically retains the right as well to file a claim against the buyer for damages after having taken the matters under its control.
6. Buyer must do everything that is expected of him to secure the property rights of REAC. This comprises in any event that the buyer keeps insured the delivered matters against fire, explosion, water damage, and theft. Buyer agrees that REAC, in case of any possible disbursement, is entitled to such funds.
7. In the event REAC wishes to exercise its property rights, Buyer grants REAC (and such third parties as are designated by REAC) unconditional and irrevocable permission beforehand to enter all such areas where the property of REAC is located and to take it back.

Article 6. Defects

1. The matters delivered by REAC meet the customary requirements and standards that can reasonably be established for them at the moment of delivery and for the use they are normally intended for.
2. Buyer is obligated to investigate the delivered matters immediately upon delivery. Defects that can be perceived upon delivery must be reported within 2 business days after delivery to REAC in writing.
3. Defects that could not be externally perceived at the time of delivery, nor could become manifest upon a careful and timely control, must be brought to the cognisance of REAC by the buyer within 5 business days after these defects become evident.
4. Any right of claim of the buyer vis-a-vis REAC concerning defects in the hardware and software supplied by REAC lapses if:
 - a. the defects are not brought to the knowledge of REAC within the term established in this article and/or not in the manner indicated there;
 - b. the buyer does not grant REAC any, or insufficient assistance in the matter of an investigation of the legitimacy of the complaints;
 - c. the buyer has not set up, handled, kept, or serviced the matters in the right manner or he has used or handled the matters under circumstances or for purposes that are different from those foreseen by REAC;
 - d. the application of the use of the matters with regard to which the complaints were expressed by the buyer is continued;
 - e. the warranty term mentioned in the individual agreement has expired.

Article 7. Infrastructure buyer

1. Buyer takes care at all times of his own infrastructure, whereby is also intended the slot machines used by buyer, being in accordance with all applicable legislation and/or regulations, as well as the network required for a correctly functioning REAC-system. Buyer will secure his own systems and infrastructure and have operative at all times antivirus- and antimalware software.
2. REAC in no manner bears responsibility for the buyer's infrastructure no being compliant with legislation and regulations, nor for any defects in the network or the system itself.
3. If buyer falls short with regard to the duty of care, as stated in section 1 of this article, REAC has the right to suspend and/or terminate its obligations on account of the service agreement.

Article 8. Liability

1. If and to the extent REAC can be held accountable, it applies that such liability is limited to what is stipulated in this article.
2. Liability is limited in any event to 100% of the invoice value of the order, or rather to the part of the order that the liability is in regard to.
3. In case of liability, REAC can only be held accountable for direct damage and not for indirect damage. By direct damage is intended the reasonable costs to determine the cause of the damage and the scope of the damage and any possible reasonable costs to restore the defect to the performance on the part of REAC, so that the performance can still correspond with the substance of the agreement. By indirect damage is intended, e.g.: consequential damage, loss of profit, missed savings, reduction of any goodwill, damage as a result of stagnation in business operations, damage as a result of claims of customers of buyer.
4. Under no circumstance can REAC be held accountable for damage as a result of the hacking of, the cracking of, the committing of fraud in another manner with, or the abusing of, payment cards and/or redemption machines and/or the REAC management information system, or the cashless payment system. REAC will make sure that the devices and systems supplied by it are soundly secured and it will provide buyers with system updates in order to optimize the security, though buyer realizes that 100% security with regard to – amongst other matters – the breaches as described above, can never be provided.
5. Only if the warranty obligations regarding the matters supplied by REAC have not been assumed by third parties (such as manufacturers), the buyer can bring to bear (warranty) claims vis-à-vis REAC. The liability is limited in such case to defects that are the result of manufacturing- and materials' errors.
6. If the buyer has carried out/has let carry out repairs and/or modifications on the matters without prior, express and written consent, any warranty obligation lapses.
7. The buyer is obligated to safeguard REAC against all claims that third parties may bring to bear in the matter of the implementation of the agreement against REAC, to the extent the law does not oppose that damages and costs flowing from such claims are borne by the buyer.
8. The limitations mentioned in this article are not effective if the damage is the result of the gross fault and/or wilful intent on the part of REAC.

Article 9. Payment

1. Payment must take place in Euros, unless established otherwise, without any deductions, by transfer to an IBAN number designated by REAC, in both cases immediately after delivery of the hardware and software, or at least no later than within thirty days after the invoice date, all matters unless expressly established otherwise in writing. In case of payment through bank, the day of crediting to the bank account of REAC counts as the day of payment.
2. REAC has the right to demand payment prior to delivery of the matters or guarantee of timely payment for all deliveries yet to be carried out. REAC furthermore has the right to rescind the agreement without judicial intervention, whereby the buyer is subject, in such case, to the obligation to return the delivered matters, or to the obligation to otherwise undo the performance conducted by REAC, without prejudice to the right to compensation of damages of REAC. If the buyer remains in default with regard to timely payment, he forfeits to REAC, or otherwise to the credit insurer of seller, without any further notice being required on the part of REAC, an interest as from the due date until the day of full payment, equal to the statutory commercial interest rate per year, calculated over the unpaid amount, which interest is exigible instantly without any further default notice. All amounts involved in the collection of the invoiced amounts (also including the extrajudicial collection costs) are borne by the debtor. The extrajudicial collection costs amount to a minimum of 15 % of the principal, with a minimum amount of €100, all sums exclusive of sales tax. In addition, all adverse effects of exchange losses or otherwise as a result of late payment or non-payment are borne by the buyer, even if buyer according to the provisions existing in his country would have complied with his payment obligations timely, though circumstances or measures outside his control have had the transfer occur in a manner adverse to REAC.

3. If a considerable deterioration in the financial position of buyer occurs after adoption of the agreement, though prior to the delivery of the matters, REAC has the right to forgo entirely or partially the further implementation of the agreement, or to demand the modification of the payment conditions.
4. REAC can transfer its claims on account of all transactions to a credit insurer of its choice.

Article 10. Force majeure

By force majeure must also be intended any circumstance outside the control of REAC that is of such a nature that compliance with the agreement cannot reasonably be demanded of REAC (non-attributable shortcomings in compliance). By force majeure is also intended: war, riots, and hostilities of whatever nature, blockades, boycotts, natural disasters, epidemics, lack of raw material, prevention and interruption of transport options, disruptions at the company of REAC, import and export restrictions or prohibitions, impediments caused by measures, laws, or decisions of international, national, and regional (government) institutions, internet malfunctions, and cyberattacks. If REAC cannot, cannot properly, or cannot timely comply with its delivery obligation due to force majeure, REAC has the right to consider the agreement or such part of the agreement as has not been implemented yet, as rescinded, or to suspend it for a fixed or indeterminate time, such at the option of REAC. In case of force majeure, the buyer cannot address REAC for compensation of damages.

Article 11. Applicable law

To the quotations issued by REAC and to all agreements entered into by REAC, Netherlands legislation is exclusively applicable. Application of the Vienna Commercial Convention is excluded.

Article 12. Confidentiality

Both buyer and REAC commit themselves, both during and after termination of this agreement, to do everything that is reasonably possible and required to ensure the confidentiality regarding all data and knowledge of the buyer, REAC, and the client and/or the final user, concerning personal, company, customer, market and system data, as well as the data that was provided in the context of the collaboration, and other confidential information that the buyer and REAC have taken cognisance of upon the collaboration.

The buyer and REAC commit themselves not to provide the knowledge and data referred to above to third parties neither/nor to provide information concerning to third parties without prior permission to such effect. Parties hereby establish as well that exchanged knowledge, software and/or other matters that can be considered intellectual property and that were exchanged are not intended for duplication, imitation, and that they will not be subjected either of any other form of reverse engineering or publication.

What is established in this article is equally applicable to the third party deployed on behalf of the buyer or REAC. The buyer and REAC are responsible for the transmission and conferral of the rights and obligations involved in this article to the third party.

Article 13. Dispute resolution

All disputes of whatever nature related to/flowing from agreements entered into by REAC and deliveries carried out by REAC are sentenced upon by the competent court of law in the Netherlands.