

Terms and conditions

Premium Positioning

Precise Positioning for everyone, everywhere, anytime

TERMS AND CONDITIONS PREMIUM POSITIONING B.V.

Art. 1 Definitions

1.1. Premium Positioning: Premium Positioning B.V., established in Eindhoven, Chamber of Commerce no. 76100413;

1.2. Client: the person or party who accepts a quotation or offer of Premium Positioning for the sale of goods and/or supply of services, or whose order for goods and/or services is accepted by Premium Positioning;

1.3. Parties: Premium Positioning and Client together;

1.4. Contract: any contract between Premium Positioning and the Client, including adjustments and/or additions to a contract.

Art. 2 Applicability of the Terms and Conditions

2.1. These Terms and Conditions apply to all quotations, offers, activities, orders, contracts pursuant to which Premium Positioning delivers goods and/or provides services of any nature whatsoever to the Client.

2.2. Premium Positioning has the right to unilaterally change these terms and conditions. Changes will take effect thirty (30) days after the announcement of the changes.

2.3. Parties specifically exclude the applicability of supplementary and/or deviating terms and conditions of the Client.

2.4. If one (or more) provision(s) of these terms and conditions is void or voidable, this will not affect the other provisions of these terms and conditions.

2.5. A provision that is void or voidable shall, in that case, be replaced by a provision that comes closest to what Premium Positioning had in mind when drafting the conditions on that issue.

Art. 3 Offers and quotations

3.1. All offers and quotations from Premium Positioning are without engagement, unless expressly stated otherwise.

3.2. An offer or quotation is valid for a maximum period of two (2) weeks from the date the offer or quotation was sent by Premium Positioning unless another acceptance period is stated in the offer or quotation.

3.3. If the Client does not accept an offer or quotation within the applicable time frame, the offer or quotation will expire.

3.4. Upon acceptance of a quotation or offer without engagement, Premium Positioning has the right to terminate the Contract within three (3) days after receipt of the acceptance, without any obligations or any obligation to pay compensation towards the Client.

3.5. Verbal acceptance of an offer or quotation by the Client only commits Premium Positioning after the Client has confirmed its acceptance in writing (or electronically).

3.6. The Client guarantees that the information provided by the Client to Premium Positioning and on which Premium Positioning has based its offer, is accurate and complete.

3.7. Measurements and particulars given by Premium Positioning in images, catalogues, websites, offers, advertising material and the like are not binding for Premium Positioning, unless expressly stated otherwise by Premium Positioning.

Art. 4 Prices

4.1. All prices are exclusive of VAT and other levies imposed by the government. All prices stated by Premium Positioning are in euros (EUR).

4.2. The Client cannot derive any rights or expectations from a cost estimate or budget issued by Premium Positioning unless the Parties have explicitly agreed on a fixed price in writing.

4.3. The price regarding (support)services is determined by Premium Positioning based on the actual working hours.

4.4. Premium Positioning is entitled to adjust all prices for its products or services at any time. If a periodic payment obligation on the part of the Client applies, Premium Positioning will announce the adjustment of the prices with due observance of a term of at least three months. If the Client does not agree to the adjustment of the prices, the Client shall be entitled to terminate the Contract in writing within thirty days following notice of the adjustment, which termination shall take effect on the date on which the new prices would take effect.

4.5. If the price agreed between the Parties is based on a certain number of accounts and / or SIM cards to be purchased in a certain period, and the accounts and / or SIM cards have not been fully purchased by the Client within the agreed period, Premium Positioning has the right to charge the remaining number of accounts and / or SIM cards to the Client at the end of the term of the agreed period, even if the accounts and / or SIM cards have not been used by the Client.

Art. 5 Payment and payment term

5.1. Amounts owed must be paid by the Client within fourteen (14) days of the invoice date. Payment terms are considered as fatal terms, meaning that if the Client fails to pay amounts due or fails to do so on time, the Client is legally in default, without a demand for payment or a notice for default being required.

5.2. The Client is not entitled to suspend any payment or to set off any amounts owed.

5.3. If the Client fails to pay amounts due or fails to do so on time, the Client shall immediately owe statutory interest for commercial contracts on the outstanding amount, and also the extrajudicial costs of 15% on the outstanding amount.

5.4. If the Client fails to pay amounts due or fails to do so on time, Premium Positioning is entitled to refer the debt for collection, in which case the Client is obliged to pay all judicial and extrajudicial costs, including all costs charged by external experts. The foregoing shall be without prejudice to Premium Positioning's other legal and contractual rights.

5.5. Failure of the Client to pay amounts due or fails to do so on time, will entitle Premium Positioning to immediately deactivate access to the services as provided by Premium Positioning or its affiliated third parties, including -but not limited to- the deactivation of access to apps, network, accounts, and data. The costs associated with deactivation and / or reactivation after full payment are at the expense of the Client.

5.6. Premium Positioning may retain all information, documents and/or data filed received or created in the context of the Contract until the Client has fully complied with its payment obligations towards Premium Positioning.

Art. 6 Duration and termination of the Contract

6.1. The Contract of Premium Positioning is a continuing performance contract unless Parties have agreed otherwise in writing. The Contract shall be entered into for the term agreed between Parties. If no term has been agreed between Parties, the agreement will be concluded for a term of one year.

6.2. At the end of a term of the agreement, the agreement will be tacitly extended, each time by a term equal to the first term of the Contract, unless the Client terminates the Contract in writing with due observance of a notice period of three months prior to the end of the current term. Unless otherwise provided in these terms and conditions, early termination of the Contract is not possible.

6.3. Without prejudice to any other rights, Premium Positioning may immediately terminate the Contract if the Client fails to comply with any of the terms and conditions or the provisions of the Contract itself, without any notice of default being required.

6.4. Each of the Parties is entitled to terminate the Contract with immediate effect if:

- (I) the other party is granted a moratorium, whether or not provisional,
- (II) a petition for bankruptcy is filed by / for the other party or
- (III) the company of the other party is liquidated or dissolved. Premium Positioning is also entitled to terminate the Contract, in whole or in part, with immediate effect if a direct or indirect change occurs in the decisive control or ownership of the Clients company.

6.5. In the case of termination as referred to in article 6.3. and 6.4., the full amount of the Contract as owed by the Client (until the end of the ongoing term) is immediately due and payable, furthermore Premium Positioning is never obliged to pay any compensation and / or to refund amounts already paid by the Client.

6.6. In case of liquidation, bankruptcy or moratorium of the Client, the right of the Client to access and/or use the software, websites, accounts, data and other services or information made available to the Client, shall end immediately, without termination by Premium Positioning being required. In addition, the amounts owed by the Client and/or the claims of Premium Positioning on the Client are immediately due and payable.

Art. 7 Obligations of the Client

7.1. The Client will always provide all information reasonably required by Premium Positioning to Premium Positioning in a timely manner. The Client guarantees that the information that it has provided to Premium Positioning is accurate and complete.

7.2. The Client is responsible for its own internal management regarding the use of the services provided by Premium Positioning (including checking the settings), and the way in which the results of the services are used.

7.3. The Client is responsible for the hardware devices / communications options it uses or wants to use for the services of Premium Positioning, including –but not limited to– the provision, use, suitability, setup, checking and configuration of any and all user hardware devices / communications options.

7.4. The Client will be responsible for any costs incurred by Premium Positioning or any other party (including legal fees) as a result of any misuse or fraudulent use of the data.

7.5. The Client is not allowed to transfer, sublicense or resell any data, information, content, accounts or usernames and passwords obtained from the execution of the Contract, the services of Premium Positioning or affiliated third parties.

7.6. The Client is explicitly prohibited from –in the broadest sense of the word– copying, duplicating, forwarding, or redirecting any RTK–signals, GPS–signals, satellite–signals, or other signals provided by the services of Premium Positioning or affiliated third parties, and to give third parties the opportunity to do so.

7.7. In the event of violation of the obligation referred to in Article 7, paragraphs 5 and 6, the Client will forfeit in favor of Premium Positioning an immediately due and payable penalty of EUR 25.000,00 for each violation, and for each subsequent day or part of a day that the violation continues the Client will forfeit a penalty of EUR 5.000,00, all this without prejudice to the right of Premium Positioning to claim full compensation for suffered and to be suffered damages.

Art. 8 Terms

8.1. In all cases, even if the Parties have agreed on a deadline, Premium Positioning will only be in default if the Client (by means of a notice of default) has pointed out the breach in writing and has granted Premium Positioning a reasonable term to remedy the breach has passed. The notice of default must describe the breach as detailed as possible in order to give Premium Positioning the opportunity to respond adequately.

Art. 9 Liability

9.1. The risk of loss, theft or misappropriation of information, documents, or data files, including usernames and passwords, that are used in the context of the Contract shall pass to the Client at the time at which the Client comes to possession of the information referred to.

9.2. The Client must notify Premium Positioning immediately of any unauthorized use of the usernames and passwords of the Client or any other breach of security. Premium Positioning will not be liable for any loss that the Client may incur as a result of someone else using the Clients usernames and passwords, with or without the knowing of the Client.

9.3. Premium Positioning's total liability due to an attributable failure in the execution of the Contract or on any legal basis, shall be limited to compensation for direct loss up to a maximum of the price stipulated for the use of the specific account affected by the attributable failure (excluding VAT). If the Contract is mainly a continuing performance Contract with a term of more than one year, the price stipulated for the Contract shall be set at the total amount of the payments (excluding VAT) stipulated for one year for the use of the specific account affected by the attributable failure. Premium Positioning's total liability for direct loss, on any legal basis whatsoever, shall never amount to more than EUR 5.000,00 (five thousand Euros).

9.4. Premium Positioning's liability is excluded for: indirect loss, consequential loss, loss of profits, reduced goodwill, loss due to business interruption, loss as a result of claims of third parties, destruction or loss of data and/or documents.

9.5. The exclusions and limitations referred to in these terms and conditions shall cease to apply if and insofar as the loss is the result of deliberate intent or recklessness on the part of Premium Positioning.

9.6. Unless performance by Premium Positioning is permanently impossible, Premium Positioning shall only be liable after the obligations as included in article 8.1. regarding the notice of default have been met, and Premium Positioning fails to remedy the breach within the given reasonable term.

9.7. For there to be any right to compensation, the Client must always report the loss to Premium Positioning in writing within 48 hours after the loss has occurred. Each claim for compensation against Premium Positioning shall be barred by the mere expiry of a period of 3 months following the inception of the claim unless the Client has instated a legal action for damaged prior to the expiry of this period.

9.8. Premium Positioning shall not be held liable by the Client or any third party for any loss or damage arising from the services or data, or its interruption, transmission errors, defects, or any other cause, including, but not limited to, interruption caused by the underlying telecommunication carrier or other service providers.

9.9. The data from the services is provided "as is" and "without promise" although Premium Positioning undertakes extensive checks and has backup systems and procedures, it assumes no responsibility for loss, deletion, missed delivery, timeliness, or failure to provide, store or record any observations, measurements and information, and Premium Positioning does not warrant that the data is error free.

9.10. Premium Positioning does not warrant that it can provide continuous uninterrupted or complete data and makes no guarantees, representations or warranties pertaining to the integrity of the data, expressed or implied, including but not limited to, the quality, effectiveness, reliability, completeness, accuracy or fitness for a particular purpose or use.

Art. 10 Force majeure

10.1. None of the Parties shall be obliged to fulfil any obligation, including any statutory and/or agreed warranty obligation, if it is prevented from doing so by force majeure. Force majeure on the part of Premium Positioning means, among other things:

- (i) force majeure on the part of the supplier of Premium Positioning,
- (ii) the failure to properly fulfil obligations on the part of suppliers that were prescribed to Premium Positioning by the Client,
- (iii) defects in items, equipment, software or materials of third parties the use of which was prescribed to Premium Positioning by the Client,
- (iv) government measures,
- (v) power failures, facilities failures,
- (vi) internet, data network or telecommunication facilities failures,
- (vii) earthquakes or severe weather conditions.

10.2. Either of the Parties shall have the right to rescind the Contract in writing if a situation of force majeure persists for more than 60 days. In such an event, that which has already been performed under the Contract shall be paid for on a proportional basis without the parties owing each other anything else.

Art. 11 Service interruptions

11.1 The network coverage area and access to the data and services of Premium Positioning are subject to transmission limitations caused by a variety of factors such as atmospheric conditions and events like (extreme) weather conditions, topographical obstructions, limitations or lack of coverage of the underlying telecommunication carrier service and other natural or manmade conditions, including but not limited to, power outages, motor and ignition noise, metal shielding, interference by users of the same adjacent radio channels that may limit network coverage or interfere with access to the services of Premium Positioning.

11.2 Premium Positioning is not responsible for the operation or failure of operation of GNSS satellites or the availability of GNSS satellite signals.

11.3 Premium Positioning has no control over, and is not responsible for any delays, limitations or deficiencies in any telecommunications equipment, telecommunications services, or telecommunications coverage.

11.4 The Client is obliged to check relevant CORS sites and CORS locations, network coverage and status prior to the commencement of any work, because the network coverage area, CORS sites and CORS locations can vary from time to time.

11.5 Premium Positioning may at any time discontinue or modify, enhance, or make additions, permanently or temporarily, to all or any part of the services, network coverage and data.

Art. 12 Confidentiality

12.1. Parties must ensure that all information received from the other party that the receiving party knows or should reasonably know is confidential, or that is qualified as such by one of the parties, is kept secret. This will not apply to Premium Positioning if Premium Positioning is required to provide the information concerned to a third party in accordance with a court decision or a statutory requirement, or if as doing so is necessary for the proper performance of the Contract by Premium Positioning.

12.2. The Client agrees to be entirely responsible for maintaining the confidentiality of usernames and passwords.

12.3. Premium Positioning may terminate the Contract immediately and disconnect the access of the Client to the services and data if the Client fails to maintain the confidentiality of information (including, but not limited to passwords and usernames).

Art. 13 Intellectual property

13.1. All intellectual property rights to the software, websites, data files and equipment, as well as other materials like analyses, designs, documentation, reports and offers, including preparatory materials in this regard, developed, or made available to the Client under the Contract are held exclusively by Premium Positioning, its licensors, or its suppliers. The Client shall have the rights of use expressly granted under these general terms and conditions, the Contract concluded in writing between the Parties and the law. A right accorded to the Client is non-exclusive and may not be transferred, pledged, or sublicensed.

13.2. Even if not specifically provided for in the Contract, Premium Positioning may always take technical measures to protect equipment, data files, websites, software made available, software to which the Client is granted direct or indirect access, and the like in connection with an agreed limitation in terms of the content or duration of the rights of use of these items. The Client may not remove or bypass such technical measures or have such technical measures removed or bypassed.

13.3. Premium Positioning is at all times allowed to publish about the services provided to the Client, including the use of the Client's name, company logos, etc., unless the Client has indicated in writing not to grant permission for these publications.

Art. 14 Transfer of rights and obligations

14.1. The Client may not sell, transfer, or pledge its rights and obligations arising from a contract with Premium Positioning to a third party without the prior written consent of Premium Positioning.

14.2. Premium Positioning is entitled to sell, transfer, or pledge its claims on the Client to a third party.

Art. 15 Governing law

15.1. Contracts between Premium Positioning and the Client are governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

15.2. The Dutch court in the district where Premium Positioning is established (Eindhoven, Noord-Brabant), being the 'Rechtbank Oost-Brabant, location Eindhoven', is exclusively competent in case of any disputes between Parties.

Thank you for being part of the dream we call

Premium

Positioning

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