

Special Terms and Conditions - Purchase and hiring Marketing & Communication

1. These Terms and Conditions shall apply in conjunction with the General Terms and Conditions Mammoet ICT-2014 (hereinafter called: 'GTC') and shall serve as a 'Further Agreement' as described in Article 16.1 of the GTC.
2. In the event of any inconsistency between the GTC and these Special Terms and Conditions – Purchase and hiring Marketing & Communication (hereinafter called: 'STC'), the provisions in the STC will prevail.
3. The following provisions shall apply additional to the provisions in the GTC:

3.1 Intellectual and industrial rights of ownership

3.1.1 This clause shall replace clause 18 of the GTC.

3.1.2. Without prejudice to the authorities, Mammoet is entitled to the intellectual and industrial property rights with regard to the Mammoet Trademarks and the produced material (Services), will in its entirety rest with Mammoet. These rights are transferred to Mammoet by Supplier, based on this Agreement, which transfer is already accepted by Mammoet directly after the realization of those rights and shall not be subject to conditions of any kind whatsoever other than those already set out in these Special Terms and Conditions – Purchase and hiring Marketing & Communication and the General Terms and Conditions Mammoet ICT 2014 – Purchase and Hiring..

As far as the transfer of such rights requires a further formality, the Supplier shall render unconditional cooperation to the transfer of such rights and sign all the acts and documents thereto required at first request from Mammoet.

3.1.3. The Supplier grants Mammoet the non-exclusive right to use the produced material (Services) for an indefinite period of time. Any licensing conditions from third parties are to be provided to Mammoet by Supplier previous to entering the Agreement, failing that, the Supplier shall indemnify Mammoet entirely against all consequences Mammoet will experience due to these licensing conditions.

3.1.4. The Supplier guarantees that the usage of the produced material (Services) will not infringe any industrial or intellectual property right or other rights of third parties. The Supplier indemnifies Mammoet against all claims of third parties concerning –any- infringement of intellectual and industrial property rights of third parties with regard to the supplied produced material (Services) and all damages and costs involved.

3.1.5. In the event of an infringement or alleged infringement as referred to in the previous article clause, the Supplier shall replace or alter the produced material (Services) at its own expense and risk in the shortest possible time, in such a way that the infringement will be terminated by this and the functional and technical characteristics and data integrity and data utility will not be harmed by it, or still bear the responsibility for obtaining the required rights (of use).

3.2 Termination

- 3.2.1. This provision shall be complementary to clause 21 of the GTC.
- 3.2.2 In the event of termination by either

party and no matter what ground for termination as set out in these 'Special Terms and Conditions – Purchase and hiring Marketing & Communication' and the 'General Terms and Conditions Mammoet ICT 2014 – Purchase and Hiring' is being used, the Supplier is obliged to provide the part of services performed so far as soon as reasonably possible.

3.2.3 The before mentioned in clause 3.2.2. of these STC shall be done on a digital data carrier, which is, for example, but not limited to, an external hard drive or a USB device and will be in a generally accepted document type/extension.

3.3. Rates

3.3.1 Supplier shall be paid in accordance with the applicable rates specified in Annex 1 to this Agreement.