



GENERAL PURCHASE CONDITIONS

2012, version 7

Clause 1 Definitions

In these General Purchase Conditions the following definitions apply:

ARN B.V.	:	the private company with limited liability ARN B.V. and/or its subsidiaries applying these General Purchase Conditions;
Provision	:	the provision of goods (renting and other ways of making them available) and - if agreed - their installation or assembly as well as the provision of services and the performance of activities by the Counterparty and all associated documentation;
Order	:	any offer accepted by ARN B.V.;
Agreement	:	any agreement formed between ARN B.V. and the Counterparty with regard to the Provision by the Counterparty, any amendment or addition to it as well as all (legal) acts for the preparation and performance of that Agreement;
Parties	:	ARN B.V. and the Counterparty;
Loss	:	any disadvantage in any form whatsoever, both direct as well as indirect, by which is also meant a penalty Clause in the relationship between ARN B.V. and third parties, immaterial loss, trading loss or environmental damage and consequential loss such as loss due to lost profits;
Counterparty	:	any natural person, legal entity or company with whom/which ARN B.V. has entered into an Agreement or with whom/which, ARN B.V. is negotiating about the formation of an Agreement.

Clause 2 Applicability

- 2.1. These General Purchase Conditions form part of and are applicable to all applications to enter into an Agreement submitted by ARN B.V., in respect of the offers and/or quotations submitted by the Counterparty, to Orders of ARN B.V., to order confirmations by the Counterparty, to all Agreements to be entered into and entered into by ARN B.V. and the Counterparty as well as to all other legal relationships between ARN B.V. and the Counterparty.
- 2.2. Deviations from these General Purchase Conditions are only valid if they have been explicitly confirmed in writing by ARN B.V.
- 2.3. These General Purchase Conditions replace any general or specific terms and conditions of the Counterparty unless otherwise explicitly agreed in writing in advance.
- 2.4. These General Purchase Conditions are also applicable to successive and future Agreements, even if no specific reference to these General Purchase Conditions is made.
- 2.5. Should any provision of these General Purchase Conditions be, in the opinion of the competent court, unenforceable or contrary to public order or the law, only that respective provision will be considered as not having been written, but for the remainder these General Purchase Conditions will remain fully effective. Instead of any invalid provision a provision will then be applicable approaching as near as possible to the Parties' intentions.

Clause 3 Formation of an Agreement

- 3.1. An offer and/or quotation submitted by the Counterparty is deemed to be binding on the Counterparty.
- 3.2. All applications by ARN B.V. to enter into an Agreement are always without any obligation.

- 3.3 An Agreement will only be formed by ARN B.V. issuing to the Counterparty a written Order (this also includes via fax or e-mail) provided with an order number . If the Counterparty commences the performance of an Agreement without having received a written Order including an order number to this end from ARN B.V., the Counterparty will do this at its own expense and risk.
- 3.4 If in connection with the performance of the Agreement drawings, models, specifications, instructions, inspection rules and the like are used, provided or approved by ARN B.V., they will form part of the Agreement.

Clause 4 Amendments and provision of information

- 4.1 Additional arrangements and/or amendments to the Agreement will not be binding on ARN B.V. unless this has been explicitly confirmed in writing by ARN B.V.
- 4.2 ARN B.V. will at any time be entitled to demand that the extent and/or the capacity of the Provision is amended. If at the discretion of the Counterparty this has consequences for what has been agreed between the Parties, before following the amendment requested by ARN B.V. the Counterparty will inform ARN B.V. in writing in this respect as soon as possible but not later than within 8 calendar days after the notice of the required amendment. If at ARN B.V.'s discretion these consequences are unreasonable compared with the nature and extent of the amendment, ARN B.V. will be entitled to dissolve the Agreement by means of a written notice to the Counterparty. A dissolution pursuant to this subclause will not give the Counterparty any right to compensation for any Loss.
- 4.3 If the Provision has been encumbered or extended as a result of the amendment meant in paragraph 2 of this Clause, this will constitute extra work. ARN B.V. will not be obliged to pay for extra work for which it has not given any explicit instructions in writing.
- 4.4 The Counterparty is obliged at the first request of ARN B.V. to provide forthwith all information with regard to the performance of the Agreement.

Clause 5 Prices and payment

- 5.1. Unless explicitly agreed in writing, all Agreements or prices offered are fixed and they cannot be changed unilaterally by the Counterparty.
- 5.2 The prices agreed or offered are always expressed in euros and are including taxes and excise duties, import and export duties, packaging costs, transport costs, shipping costs and insurance premiums, but excluding turnover tax, assembly costs, costs of the deployment of personnel, third parties and auxiliary materials and travel and accommodation costs. The turnover tax, assembly costs, costs of the deployment of personnel, third parties and auxiliary materials and travel and accommodation costs must be stated separately on the offer.
- 5.3 Unless a different payment period has been explicitly agreed in writing, invoices are in principle to be paid within 30 days after ARN B.V. has received the invoice as well as all associated documentation (in the Dutch or English languages), provided the Provision and the invoices have been approved by ARN B.V..
- 5.4 ARN B.V. will at any time be entitled to set-off any claims it has on the Counterparty.
- 5.5 Payment by ARN B.V. does not constitute in any way a waiver of right, in particular not of rights arising from an attributable failure by the Counterparty.

- 5.6 Before payment takes place, ARN B.V. will be entitled to demand apart from or instead of the transfer of ownership that the Counterparty has issued at its expense an unconditional and irrevocable bank guarantee by a banking institution acceptable to ARN B.V. in order to safeguard the performance of the Counterparty's obligations.

Clause 6 Delivery, packaging and despatch

- 6.1 The Counterparty is obliged to provide ARN B.V. with the goods and/or services and/or to perform the activities within the agreed delivery period.
- 6.2 The Counterparty will be in default merely by exceeding the agreed delivery period and the Counterparty will owe a penalty immediately due and payable of 5% of the invoice value of the entire Agreement. Moreover, the Counterparty will be obliged to compensate all Loss arising from the exceeding of the delivery period for ARN B.V. or a third party contracting with ARN B.V.
- 6.3 If the Counterparty expects the delivery period to be exceeded, it must notify ARN B.V. of this immediately in writing stating the reasons. In that case ARN B.V. will be entitled either to allow the Counterparty a further period within which the Counterparty must fulfil its obligations, or to dissolve the Agreement without any further notice of default being required, however without being obliged to compensate any Loss.
- 6.4 Delivery of goods (including also all associated auxiliary materials and all associated documentation, drawings, quality and warranty certificate) takes place by delivery at the delivery address specified by ARN B.V. At the moment the goods are delivered at the delivery address specified by ARN B.V., the risk of the goods will pass to ARN B.V.
- 6.5 The agreed services and/or activities must be provided or performed at the performance location specified by ARN B.V.
- 6.6 The Counterparty is responsible for the transport of the goods up to the delivery to ARN B.V. or to a third party appointed by ARN B.V. On that account the Counterparty will be liable for all Loss originated during the loading, transport, the unloading, installation and assembly of the goods, even if any personnel of ARN B.V. have been used in the performance of any delivery act. The Counterparty must repair or replace free of charge, this at the discretion of ARN B.V., the goods which have been damaged or lost due to or during the loading, transport, the unloading, installation and assembly.
- 6.7 The goods must be properly packaged and marked according to the regulations of ARN B.V. so that they reach the intended destination in a proper condition. The goods must be accompanied by user instructions and a packing list which should at any rate state the order number of ARN B.V. as well as the type number, number(s), description(s) and ARN B.V.'s contact. The Counterparty is liable for Loss caused by insufficient packaging.
- 6.8 All packaging (excluding loan packaging) will on delivery become the property of ARN B.V. Loan packaging must be marked clearly as such by the Counterparty.
- 6.9 Loan packaging returns will be at the expense and risk of the Counterparty to a destination to be specified by the Counterparty.
- 6.10 If ARN B.V. requests the Counterparty to postpone the delivery of goods, the Counterparty will put the goods into storage, protect and insure the goods which will be properly packaged and recognisably intended for ARN B.V.
- 6.11 The Provision takes place with due observance of the site and safety regulations of ARN B.V., The site of ARN B.V. must always be left (afterwards) clean and intact.

Clause 7 Warranty and repair

- 7.1 The Counterparty warrants that the Provision:
- a. complies with and is in accordance with all requirements stipulated by ARN B.V. in respect of the Provision as included in the Agreement, in specifications, in drawings and in other documents and/or regulations;
 - b. complies with and is in accordance with the requirements prescribed by law and other regulations;
 - c. complies with the requirements of the quality and safety standards applied in the sector to which the Counterparty belongs as they are in force at the time of the Provision;
 - d. complies with the environmental requirements with regard to certain goods and services to be set by ARN B.V. within the scope of its corporate internal environmental health system ('BIM');
 - e. takes into account the sustainability and conditions for corporate social responsibility;
 - f. has the qualities promised by the Counterparty;
 - g. is free from faults;
 - h. is suitable for the purpose for which it is intended;
 - i. complies with the requirements of proper workmanship applicable in the sector to which the Counterparty belongs.
- 7.2 If the Provision does not appear to comply with the provisions set out in paragraph 1 of this Clause, the Counterparty will be obliged to remedy the failure within the period specified by ARN B.V. Unless it is impossible, the failure must always be remedied on site. If remedying the failure consists of repairing one or more goods supplied by the Counterparty and repair of the goods on site is not possible, the Counterparty must at its own expense and risk take care of the transport to and from a suitable location for the repair. At the request of ARN B.V. the Counterparty will provide ARN B.V. free of charge with suitable replacement goods during the period required for repair.
- 7.3 If the Counterparty has not remedied the failure within the period specified by ARN B.V., ARN B.V. will be entitled to have the Provision in whole or in part carried out by a third party at the expense of the Counterparty, notwithstanding the obligation of the Counterparty to compensate all Loss suffered and to be suffered by ARN B.V. and notwithstanding the right of ARN B.V. to dissolve the Agreement.

Clause 8 Inspection and test

- 8.1 Inspection, checking and/or testing the Provision by ARN B.V. or by persons or institutions appointed to this end by ARN B.V. can take place at any time, either prior to the delivery and/or the associated service or afterwards.
- 8.2 At the first request of ARN B.V. the Counterparty will provide access to the locations where the Provision is carried out or prepared and will render its assistance to the inspections, checks and/or tests required and will provide relevant documentation and information at its expense.
- 8.3 Within due time and in advance the Counterparty will inform ARN B.V. of the time at which the inspection, check and/or test can take place. The Counterparty can be present at the inspection, check and/or test.
- 8.4 The inspection costs are at the expense of the Counterparty.

- 8.5 Inspection, check and/or test or acceptance of the delivery does not discharge the Counterparty from any warranty obligation or liability under the Agreement with ARN B.V. or these General Purchase Conditions.
- 8.6 Inspection does not affect the obligations of the Counterparty and the rights of ARN B.V.
- 8.7 If it appears from any inspection, check and/or test that the Provision does not comply with the provisions set out in paragraph 1 of Clause 7 of these General Purchase Conditions, ARN B.V. will be entitled to reject the Provision within a period of 30 days after the failure has become apparent to it.
- 8.8 Notwithstanding all other rights and claims of ARN B.V., on rejection of the goods which have been delivered or are to be delivered ARN B.V. will be entitled to demand the following from the Counterparty, without being obliged to the Counterparty for any payment or compensation:
- a. delivery of what is lacking; or
 - b. remedying the Provision; or
 - c. replacement of the goods.

Clause 9 Ownership

- 9.1 The ownership of the goods passes onto ARN B.V. at the moment of delivery.
- 9.2 The Counterparty guarantees that ARN B.V. will acquire the full and unencumbered ownership of the goods delivered.
- 9.3 ARN B.V. is entitled to demand that the transfer of ownership of the goods and/or the materials and parts intended for these goods will take place at a previous moment in time. The Counterparty will then mark the goods and/or the materials and parts intended for these goods as the recognisable property of ARN B.V. and will indemnify ARN B.V. against loss, damage and third parties exercising their rights.

Clause 10 Goods and auxiliary materials for the Provision

- 10.1 Goods or auxiliary materials provided to the Counterparty by ARN B.V. or purchased or manufactured for the Provision by the Counterparty at the expense of ARN B.V. such as materials, drawings, models, instructions, specifications, calculations and software and other auxiliary materials remain or become the property of ARN B.V. at the moment they are purchased or manufactured.
- 10.2 The Counterparty is obliged to mark the goods and auxiliary materials referred to in the first paragraph of this Clause as the recognisable property of ARN B.V., to keep them in good condition separate from the goods and auxiliary materials owned by the Counterparty or third parties and to insure them at its own expense on the conditions common in the sector against all risks for as long as the Counterparty has these auxiliary materials in its possession as the holder. At the request of ARN B.V. the Counterparty will provide proof of insurance, a copy of the policy conditions as well as documentary evidence of timely premium payments. The Counterparty will refrain from any action or omission by which there will be no cover under the insurance.
- 10.3 The goods and auxiliary materials referred to in paragraph one of this Clause will be made available to ARN B.V. at the latter's first request or at the same time as the Provision.
- 10.4 The goods and auxiliary materials referred to in paragraph one of this Clause which are used by the Counterparty in the performance of the Agreement, will at the first request of ARN B.V. be submitted to the latter for its approval.

- 10.5 Changes to or deviations from the goods or auxiliary materials provided or approved by ARN B.V. is only allowed after the prior written consent of ARN B.V.
- 10.6 All goods and auxiliary materials referred to in the first paragraph of this Clause are exclusively intended for use by the Counterparty and are not allowed to be used, reproduced, publicised or brought to the notice of third parties by the Counterparty without the prior written consent of ARN B.V. In the event that consent is granted the Counterparty will not be discharged from any warranty or liability under the Agreement with ARN B.V. or these General Purchase Conditions.

Clause 11 Assignment and performance by third parties

- 11.1 Subject to the prior written and explicit consent of ARN B.V. the Counterparty is not allowed to assign the Agreement in whole or in part to any third party. ARN B.V. may attach conditions to its consent.
- 11.2 Subject to the prior written and explicit consent of ARN B.V. the Counterparty is not allowed to have the Agreement performed in whole or in part by any third party. ARN B.V. may attach conditions to its consent.
- 11.3 The consent of ARN B.V. as meant above in paragraphs 1 and 2 of this Clause will not discharge the Counterparty from any obligation under the Agreement. The Counterparty remains in all circumstances fully responsible and liable for the performance of the Agreement.
- 11.4 If ARN B.V. gives its explicit consent in writing for an assignment of the Agreement to or performance of the Agreement by (a) third party (parties), this will be on the condition that with regard to the performance of the Agreement the Counterparty stipulates from that third party/those third parties the same conditions which ARN B.V. stipulated from the Counterparty, including these General Purchase Conditions.
- 11.5 The Counterparty indemnifies ARN B.V. against any claims of any nature whatsoever which the third party/parties engaged by the Counterparty might exercise against ARN B.V. with regard to any Loss suffered or to be suffered during the execution of the activities instructed by them.

Clause 12 Personnel and third parties

- 12.1 All personnel and third parties deployed by the Counterparty in the performance of the Agreement, are directly under the supervision and responsibility of the Counterparty.
- 12.2 Personnel and third parties engaged by the Counterparty in the performance of the Agreement must meet the special requirements set by ARN B.V. If no special requirements are set, these members of personnel and third parties must meet the general requirements of skill and expertise.
- 12.3 If ARN B.V. is of the opinion that the members of personnel and/or third parties engaged by the Counterparty do not meet the requirements set in paragraph two of this Clause, ARN B.V. will be entitled to order the removal of the respective persons and the Counterparty will be obliged to replace these persons immediately by persons who do meet those requirements.

- 12.4 ARN B.V. is entitled to require identification of all members of personnel and third parties engaged by the Counterparty in the performance of the Agreement. In connection with this obligation to provide identification the members of personnel and third parties engaged by the Counterparty must register with the gatekeeper of ARN B.V. on commencement of their activities.
- 12.5 The Counterparty indemnifies ARN B.V. against any claims of any nature whatsoever which the members of personnel and third parties engaged by the Counterparty might exercise against ARN B.V. with regard to any Loss suffered or to be suffered during the execution of the activities they are instructed with.

Clause 13 Equipment and tools

- 13.1 The Counterparty will provide all tools and other equipment required for the performance of the Provision. These tools and other equipment must comply with the current safety requirements. The use of tools and other equipment that do not comply with these requirements is forbidden.
- 13.2 The tools and other equipment provided by ARN B.V. to the Counterparty, remain at all times the property of ARN B.V. The Counterparty is obliged to use and maintain properly the tools and other equipment provided by ARN B.V. For as long as the Counterparty has tools and other equipment of ARN B.V. in its possession, the Counterparty will be liable for damage or loss of the same due to any cause whatsoever.
- 13.3 ARN B.V. is entitled to inspect and test all tools and equipment to be used by the Counterparty in the performance of the Agreement.

Clause 14 Sites and buildings

- 14.1 Before a start is made with the Provision the Counterparty must make itself familiar with the circumstances on the sites and in the buildings of ARN B.V. where the Provision is to be performed.
- 14.2 Before a start is made on the Provision, the Counterparty and the members of personnel and third parties engaged by it must make themselves familiar with the content of the rules and regulations in force on the sites and in the buildings of ARN B.V., for instance with regard to health, safety, privacy and the environment. The Counterparty and the members of personnel and third parties engaged by it must conduct themselves in accordance with these rules and regulations.
- 14.3 Costs of delay in the performance of the Agreement caused by circumstances as meant above or in connection with not being familiar with the rules and regulations in force at ARN B.V., will be at the expense and risk of the Counterparty.
- 14.4 The Counterparty will ensure that its presence and the presence of the members of personnel and third parties engaged by it on the sites and in the buildings of ARN B.V., do not hinder the unobstructed continuation of the activities of ARN B.V. and third parties.

Clause 15 Intellectual and industrial property

- 15.1 The Counterparty guarantees that the use, including resale, of the Provision or of the goods or auxiliary materials purchased or manufactured for the benefit of ARN B.V. by the Counterparty do not constitute any infringement of any intellectual or industrial property right in force or any other rights of third parties.
- 15.2 The Counterparty indemnifies ARN B.V. against claims of any nature whatsoever arising from any infringement of the rights meant in the previous paragraph of this Clause. The Counterparty will compensate ARN B.V. for all Loss, costs and interest being the result of any infringement of the rights meant in the previous paragraph of this Clause.
- 15.3 The Counterparty may exclusively use the information and details - of any nature whatsoever - provided by ARN B.V. for the benefit of the performance of the Agreement. This information and these details remain the exclusive property of ARN B.V.
- 15.4 The intellectual and industrial property developed by the Counterparty in connection with the performance of the Provision accrue exclusively to ARN B.V. The Counterparty will provide ARN B.V. with the documents and data carriers relating to them. ARN B.V. is completely free in the use of this documentation and these data carriers.
- 15.5 The Counterparty grants a non-exclusive license to ARN B.V. on any of its intellectual property rights with regard to performances not exclusively carried out for ARN B.V. Pursuant to this license ARN B.V. is entitled to application, use and reproduction for the benefit of its own business operations. Intellectual property rights with regard to performances carried out exclusively for ARN B.V. will be transferred to ARN B.V. Insofar as this relates to computer software, the source codes will be transferred to ARN B.V. The transfer of these intellectual property rights will, if necessary, at the request of ARN B.V. be further formalised.

Clause 16 Liability and insurance

- 16.1 The Counterparty is liable towards ARN B.V. or third parties contracting with ARN B.V. for any Loss which is the result of a defect in the goods supplied by the Counterparty to ARN B.V. and/or services provided and/or activities carried out by the Counterparty for ARN B.V. or which is the result of a failure in the performance of the Agreement by the Counterparty and/or others involved by the Counterparty in the performance of the Agreement.
- 16.2 The Counterparty indemnifies ARN B.V. against any claims by third parties on ARN B.V. for compensation of Loss pursuant to liability as meant in the previous paragraph of this Clause. Claims by third parties on ARN B.V. also include claims by third parties under product liability arising from defects in the Provision. This indemnification is also particularly applicable if ARN B.V. is unable to fulfil its obligations to third parties such as a contractor of ARN B.V. as a result of a failure in the fulfilment of the Agreement by the Counterparty and/or others involved by the Counterparty in the performance of the Agreement.
- 16.3 For the purposes of this Clause personnel and employees of ARN B.V. are also regarded as third parties.
- 16.4 If Loss arises during the performance of the Agreement, the Counterparty will be continuously obliged to take the necessary measures to restrict the Loss or to recover it or to have these measures taken.

- 16.5 With regard to its liability under the law and/or the Agreement with regard to ARN B.V. the Counterparty must take out sufficient insurance cover and maintain this cover and moreover insure and maintain insurance cover for all risks in its business operations coverable under normal conditions. At the request of ARN B.V. the Counterparty will provide forthwith a certified copy of the policy and the policy conditions as well as documentary evidence of (timely) premium payments. The Counterparty will refrain from any action or omission by which there will be no cover under the insurance.
- 16.6 The obligation to maintain insurance cover meant in paragraph 5 of this Clause includes in any event a product liability insurance.
- 16.7 ARN B.V. is not liable to the Counterparty for any Loss regardless of the manner in which it arose and the persons who caused the Loss.
- 16.8 More particularly, ARN B.V. is not liable for indirect or consequential loss, including trading loss.
- 16.9 The exclusions of liability included in paragraphs 7 and 8 of this Clause 16 of these General Purchase Conditions are not applicable insofar as the Loss is the result of the intention or conscious recklessness on the part of ARN B.V.
- 16.10 In all cases the liability of ARN B.V. is limited to the amount for which the insurance of ARN B.V. provides cover. The insurance policy and the policy conditions are available for inspection.

Clause 17 Dutch Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act (*Wet Ketenaansprakelijkheid*)

- 17.1 If the Agreement (also) relates to contracting for work by the Counterparty to which the Dutch Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act applies, the Counterparty has the following additional obligations:
- a. At the first request of ARN B.V. the Counterparty must hand over to ARN B.V. a statement with the name and address details of the persons engaged by the Counterparty in the performance of the activities, and, if and insofar as the Counterparty engages self-employed persons without personnel, the Declaration of Independent Contractor Status ('VAR Declaration) of these persons;
 - b. The Counterparty must ensure that the persons it engaged in the performance of the activities, are able to prove their identity at any time;
 - c. At the first request of ARN B.V. the Counterparty must hand over to ARN B.V. a statement with regard to the payment history of the Counterparty issued by the tax authorities;
- The Counterparty is obliged to observe all accounting regulations in force under the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act and the provisions as included in specific legislation;
- e. The Counterparty must state on its invoice in clear and easy to follow manner (i) the amount of the invoice relating to the wage bill, (ii) the wage withholding tax number of the Counterparty, (iii) the number of the guarantee account ('G Account') or the number of the deposit with the tax authorities maintained by the Counterparty, and (v) whether or not the reverse charge scheme with regard to the turnover tax is applicable and if the reverse charge scheme is not applicable, the amount of the turnover tax. ARN B.V. is not obliged to pay invoices which do not comply with the above.

- 17.2 ARN B.V. is entitled to suspend the payment of an invoice if the Counterparty has not demonstrated to ARN B.V. that it has not paid to the persons involved by it in the performance of the activities the salary to which they are entitled and/or has not demonstrated that the national insurance contributions and wage withholding tax due for these persons were paid or that the Counterparty at ARN B.V.'s discretion has not made it sufficiently plausible that the Counterparty will comply with this.
- 17.3 ARN B.V. is entitled to withhold the national insurance contributions and wage withholding tax due from the Counterparty in relation to the work for which ARN B.V. is jointly and severally liable pursuant to the Dutch Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act, and to pay these directly on behalf of the Counterparty to the respective institutions or to pay these national insurance contributions and wage withholding tax to the Counterparty by paying these into its guarantee account or into a deposit maintained by the Counterparty with the tax authorities.
- 17.4 ARN B.V. is entitled to change the amount of national insurance contributions and wage withholding tax to be withheld or to be paid for which it is jointly and severally liable under the Dutch Wages and Salaries Tax and Social Security Contributions (Liability of Subcontractors) Act if ARN B.V. by reasons of the details at its disposal can reasonably reach the conclusion that the Counterparty owes a higher amount of national insurance contributions and wage withholding tax than indicated by the Counterparty. ARN B.V. will inform the Counterparty of this change.

Clause 18 Waiver of rights

A delay or omission by ARN B.V. to demand strict compliance with contractual or extra-contractual obligations, will not affect the further possibility to exercise its rights except and if and insofar as ARN B.V. has explicitly waived its right in writing.

Clause 19 Termination

- 19.1 ARN B.V. is at all times entitled to terminate the Agreement prematurely without observance of a notice period by means of a written notice to the Counterparty, provided this takes place stating the reasons. Immediately after having received the written notice, the Counterparty will discontinue the performance of the Agreement. ARN B.V. and the Counterparty will consult on the consequences of such a notice of termination.
- 19.2 Notwithstanding its right to compensation and without a notice of default being required and without judicial intervention ARN B.V. is entitled with immediate effect (a) to suspend the performance of the Agreement and all associated Agreements and/or (b) to dissolve in whole or in part that Agreement and all associated Agreements, if:
- a. the Counterparty does not, not within due time or not properly fulfil any obligation under the Agreement;
 - b. with regard to the Counterparty a bankruptcy or moratorium has been applied for;
 - c. the business of the Counterparty is dissolved, wound-up or terminated;
 - d. execution has been levied on a substantial part of the Counterparty's assets;
 - e. ARN B.V. has good reasons to fear that the Counterparty is not able or will not be able to fulfil its obligations arising from the Agreements entered into with ARN B.V. and at the request of ARN B.V. the Counterparty does not or not sufficiently furnish security for the fulfilment of its obligations;
 - f. ARN B.V. has rejected the Provisions as set out in Clause 8.7 of these General Purchase Conditions.

In these cases ARN B.V. will also be entitled to suspend the payment obligations and/or to assign the performance of the Agreement in whole or in part to third parties without ARN B.V. being obliged to pay any compensation.

- 19.3 All claims on the Counterparty which ARN B.V. would have or obtain in these cases, including all claims for compensation, will immediately become fully due and payable.
- 19.4 The Counterparty is not entitled to invoke against ARN B.V. any right of suspension or set-off.
- 19.5 The Counterparty is not entitled to dissolve the Agreement in whole or in part if it was itself already in default with the fulfilment of its obligations.

Clause 20 **Secrecy**

- 20.1 Subject to the prior written and explicit consent of ARN B.V. the Counterparty (which should also include companies to which the Counterparty is affiliated in a group as well as the managing director(s) of the Counterparty) must observe strict secrecy with regard to all business or other information of ARN B.V. ARN B.V. can attach conditions to its consent
- 20.2 The Counterparty is not allowed without the written, explicit consent of ARN B.V. to reproduce documents relating to the Agreement or to give them to third parties for perusal.
- 20.3 Notwithstanding the provisions in paragraphs 1 and 2 of this Clause the Counterparty will be free to provide members of personnel and third parties to be engaged by it in the performance of the Agreement with those details, documents and information which are necessary for the correct and timely performance of the Agreement, however on the understanding that the Counterparty stipulates from the members of personnel and third parties engaged by it the same secrecy as to which it is itself obliged pursuant to paragraphs 1 and 2 of this Clause.
- 20.3 The Counterparty is not allowed without the prior written explicit consent of ARN B.V. to give any form of publicity to the performance of the Agreement, or to maintain direct or indirect contact with the client(s) of ARN B.V.

Clause 21 **Applicable law, language and disputes**

- 21.1 All transactions to which these General Purchase Conditions apply, are governed by Dutch law with the exclusion of the provisions of international treaties including the Vienna Sales Convention insofar as they do not contain any mandatory law.
- 21.2 All disputes (also including those which are considered as such merely by one of the Parties) which might arise between the Parties, will exclusively be settled by the competent court in the district of Arnhem, notwithstanding the right of ARN B.V. to summon the Counterparty before the court having jurisdiction pursuant to the law or a treaty.
- 21.3 Correspondence with regard to the Agreement will be conducted in the Dutch language unless otherwise agreed by the Parties. Managerial and responsible personnel of the Counterparty must have a command of the Dutch language. It applies to persons who in the performance of the Agreement are also dependent on directions from personnel or employees of ARN B.V., that they have a reasonable grasp of the Dutch language.
- 21.4 In the event of any differences between these General Purchase Conditions and translations of them, the Dutch text will prevail.

Clause 22 **Effective date**

These General Purchase Conditions become effective on 1st December 2012 and have been filed on 12th November 2012 with the Chamber of Commerce for Central Gelderland.