

Translation from Dutch

General terms and conditions

Article 1: Definitions

- 1.1 Client: the natural person, legal person or association of persons which has awarded the assignment to Arbode, either orally or in writing, to perform Services.
- 1.2 Arbode: the private limited liability company, Arbode, established at Papland 4D, 4206 CL in Gorinchem and registered with the Chamber of Commerce under number 23076427.
- 1.3 Services: all services already performed or to be performed by Arbode pursuant to an assignment awarded by Client.
- 1.4 Contract for the provision of services: the contract under the terms of which Arbode undertakes to perform the assignment for the Client, whereby Arbode is to perform services for the Client.

Article 2: Applicability

- 2.1. These General terms and conditions are applicable to all oral and written agreements that Client and Arbode have concluded and all quotations and offers from Arbode to Client, and to all undertakings and legal acts of Arbode.
- 2.2. The provisions of these General terms and conditions apply insofar as the parties have not deviated from them in writing. The application of any purchasing or other General conditions of Client is expressly excluded.
- 2.3. If a provision in these General terms and conditions is void, voidable or nullified, the other provisions continue to be valid.
- 2.4. If the contract, a quotation, offer, undertaking or other legal act of Arbode contains a drafting and/or typing error, Arbode will not be bound by this contract, quotation, offer, undertaking or other legal act.
- 2.5. If a situation arises which is not included in these General terms and conditions, then the provisions of the contract prevail. Should no contract have been concluded (yet), the oral and/or written agreements made between the parties prevail.

Article 3: Creation and duration of contract

- 3.1. All quotations and offers by Arbode are made without commitment, unless expressly otherwise stated.
- 3.2. The contract for the performance of Services comes into existence when an assignment awarded by Client is received and accepted by Arbode, as evidenced by its written confirmation by Arbode or the commencement of the Services by Arbode.
- 3.3. The contract is entered into for an unspecified period of time, unless it is apparent from the nature and scope of the assignment awarded that it is entered into for a definite period or for a particular project.

Article 4: Cooperation by Client

- 4.1. Client is bound to make available to Arbode all data and documents, which in Arbode's opinion are necessary in the performance of the assignment, in good time, in the desired form and in the desired manner. Furthermore, Client is bound to offer Arbode any assistance which Arbode deems necessary for the proper performance of the Services, such as (among other things) keeping employees of Client available at the agreed time and, if requested, making available appropriate office and/or investigation accommodation with suitable facilities.
- 4.2. Arbode is entitled to suspend performance of the assignment until Client has fully satisfied the obligations set out in article 4.1.
- 4.3. If Arbode is waiting for the necessary data and documents, as referred to in paragraph 1 of this article, this does not suspend the payment obligations of Client.

Article 5: Performance of the Services

5.1 Arbode determines the manner in which the Services are performed. In performing the Services Arbode will apply due diligence and will take account of the Client's interests to the best of its ability.

5.2 The Services are performed at the office of one of Arbode's branches, unless it is agreed that the Services are to be performed wholly or partly at the office of the Client or at some other location.

5.3 Arbode is entitled to engage the services of third parties in the performance of the contract with Client. In choosing those third parties Arbode will apply due diligence. Insofar as the third parties engaged may wish to limit their liability in connection with the performance of their services, all assignments awarded to Arbode include the authority of Arbode to accept such limitations on liability jointly on behalf of the Client. All liability on the part of Arbode for unexpected shortcomings of third parties engaged is excluded.

5.4 If after concluding the contract it transpires that more services are needed than was originally budgeted for by Arbode, Arbode will inform Client of this as soon as possible, stating the nature, extent and costs of the extra services.

5.5 The costs of the extra services, as referred to in the previous paragraph, are for the account of Client. In such a case Client can end the contract by cancellation in writing, unless the extra services ensue from changes in the relevant legislation and regulations.

5.6 In the event of cancellation, as referred to in the previous paragraph, Client is bound to pay Arbode for the Services already performed, and to reimburse Arbode for the costs already incurred.

5.7 Arbode will adhere to the agreed time periods for the performance of the Services to the best of its ability. However, the single exceeding of a deadline (for delivery) does not lead to Arbode being in default, unless it is explicitly agreed in writing that this deadline (for delivery) is deemed to be a strict deadline.

5.8 Any time limits referred to in the contract, offers, quotations, undertakings and other legal acts of Arbode are never strict deadlines.

5.9 Neither party is bound to satisfy any obligation if they are prevented from doing so as a result of force majeure.

5.10 Force majeure shall be understood to include, among other things, war, danger of war, natural disasters, strikes, blockades, serious business disruption, fire, computer malfunction, accidents, epidemics, illness of employees of Arbode involved in the performance of the Services or of employees of third parties engaged by Arbode, and the failure by suppliers of Arbode to supply on time.

5.11 In case of force majeure, Arbode is not bound to pay compensation for any damage.

5.12 If the force majeure situation lasts longer than two months, both parties are entitled to dissolve the agreement. In this case Arbode is not bound to pay any compensation for damage to the Client.

Article 6: Complaints procedure

6.1 If Client is not satisfied with the Services provided or with Arbode's service, or if Client does not agree with (the amount of) an invoice received, then Client can submit a written complaint regarding this to the directors of Arbode.

6.2 The complaint will be processed, investigated and settled in accordance with Arbode's complaints procedure, which forms part of its ISO 9001 certified quality care system.

6.3 After submitting the complaint Client will allow Arbode 5 workdays to process, investigate and settle the complaint.

6.4 During the processing, investigation and settlement of a complaint by Arbode, (payment) obligations on the part of Client are not suspended.

6.5 If in the context of a complaint or claim Client states - or if it is in some other sense clear - that Client does not wish to make use of the complaints procedure within the meaning of article 6.1, or if Client makes known that this complaints procedure has not led to a result that satisfies him, and that he maintains his complaint or claim, then Arbode will assess whether it is liable for the damage suffered by Client on the basis of the provisions of article 7. Arbode will inform Client of its standpoint in this regard as soon as possible.

6.6 If the complaint by Client is justified then Arbode will settle the complaint by refunding the invoice amount, re-performing the contract or remedying the complaint, in which case only the defective part of the performance will be remedied.

Article 7: Liability

7.1 Arbode only accepts liability insofar as it is demonstrated in accordance with the provisions of article 7 of these General terms and conditions. If Arbode offers Client payment or compensation for damage or inconvenience suffered in the context of the settling of a complaint within the meaning of article 6.1, this does not amount to the acceptance of any liability on the part of Arbode.

7.2 Arbode is not liable for damage suffered by Client due to deficiencies in the performance of the Services by Arbode, unless the damage is the result of the deliberate act or willful neglect of one or more leaders of Arbode.

7.3 Damage which in the opinion of the Client is caused by a failure on the part of Arbode, which is attributable to the deliberate act or willful neglect of one or more leaders of Arbode is to be reported in writing to Arbode as soon as possible, and in any case within thirty (30) days of it arising. Damage which is not notified to Arbode within this period will not be eligible for compensation, unless Client can make a plausible case that he could not reasonably have reported the damage earlier.

7.4 Arbode is in no circumstances liable for consequential damage, indirect damage or loss of profits.

7.5 Subject to articles 7.2, 7.3 and 7.4, if liability should at any time arise for Arbode with regard to damage suffered by Client due to a deficiency in the performance of the services, this damage is in all cases limited to the total amount involved in the assignment, subject to the proviso that in the case of continuing performance contracts the total liability shall be limited in all cases to the amount payable by the Client during a maximum period of three months immediately prior to the occurrence of the incident giving rise to the damage.

7.6 Client indemnifies Arbode against all claims by third parties that suffer damage which is connected with the performance of the Services. This indemnity also applies to claims of employees of Arbode, who suffer damage during the performance of the Services resulting from and act or omission of the Client, or resulting from an unsafe situation in his organisation.

7.7 All claims relating to the potential liability of Arbode expire after two years.

Article 8: Cancellation and termination

8.1 Client is entitled to cancel agreed Services in writing, free of cost, provided the cancellation is received by Arbode at least ten (10) workdays prior to the agreed time of commencement of the Services. In the case of a later cancellation Arbode is entitled to charge Client for the whole of the agreed amount for the Services to be provided. If the Services comprise the provision of a course or training, changing the agreed date will be deemed to amount to cancellation within the meaning of this article.

8.2 Arbode strives at all times to enable a planned course or training to take place. If, due to unforeseen circumstances, a planned course or training has to be cancelled or rescheduled by Arbode, Arbode accepts no liability for any damage ensuing from this for Client and/or the individual participants of the course or training.

8.3 Arbode is entitled to terminate the contract with immediate effect by notice in writing to the counterparty, in the event of: (application for) bankruptcy of Client, (application for) suspension of payments by Client, seizure executed against Client or (threatened) liquidation or cessation of the Client's business. All amounts still payable by Client on the basis of the contract become immediately exigible. Arbode shall never be liable to pay damages to Client in the event of a termination based on this article.

Article 9: Payment

9.1 Payment by Client of the invoiced amount is to be made within thirty (30) days of the invoice date, unless otherwise agreed in writing, in euros, by remittance of the invoiced amount to a bank account to be designated by Arbode, and to the extent that the payment relates to Services, without any right of deduction or set-off. A claim or complaint relating to the invoice does not suspend the liability of Client to make payment.

9.2 In the event of failure to make payment within the time limit stated in article 9.1, Client is in default by operation of law and Arbode is entitled, without further summons or notice of default, to charge Client interest from the due date for payment of 1% per month until the date of payment in full, without prejudice to Arbode's further rights. All costs incurred as a consequence of the judicial or extra-judicial recovery of the claim, including Arbode's internal costs and the costs of third parties engaged by Arbode, are entirely for the account of Client. The extra-judicial costs are set at 15% of the amount of the claim, unless the actual costs are higher.

9.3. If Arbode requests a payment (on account) from Client, it will not commence performance of the contract until the payment (on account) has been received.

Article 10: Prices

10.1 All prices are stated excluding VAT and any other government levies, unless otherwise stated.

10.2 Unless a fixed total price is agreed for the Services, Arbode is entitled to adjust the prices for the agreed Services annually as of 1 January, based on the most recently published consumer price index for "other services not otherwise named" (126A) of the Central Bureau for Statistics. Price changes will be notified in advance by Arbode, in writing.

10.3 Arbode is entitled to request full or partial payment in advance by Client for the Services. In addition, Arbode is entitled - if the creditworthiness of the Client gives rise to this - to request security from Client for the fulfillment of its financial obligations.

10.4 Arbode has a right, both before commencing the Services and during their performance, to suspend performance of the Services, until Client has paid the advance payment requested by Arbode for the Services to be performed, or has provided the security requested.

Article 11: Intellectual Property rights

11.1 All rights of intellectual property to the documents, software or other materials developed or made available by Arbode vest exclusively with Arbode or its licensors.

11.2 Client only has a right to use the said documents, software or other materials for the purpose for which they are provided, and is not otherwise entitled to use, reproduce, publish, process, amend or exploit these documents, software or other materials.

11.3 Client is not entitled to remove or change any indication concerning copyright, brands, trademarks or other intellectual property rights from the documents, software or other materials within the meaning of article 11.1.

11.4 Upon violation of the provisions of article 11.1 or 11.2 Client is liable to pay a fine of €50,000.00 per violation, together with a fine of €5,000.00 per day that the violation continues, following notification by Arbode.

Article 12: Confidentiality

12.1 Client and Arbode undertake in favour of each other that they will keep secret all confidential information about each other's organisation, which is provided during the performance of the Services, or which comes to their knowledge by other means.

12.2 Notwithstanding the provisions of article 12.1, Arbode is entitled to issue publicity about the Services provided or to be provided for Client, unless otherwise agreed.

Article 13: Prohibition on engaging personnel

13.1 Client undertakes, during the performance of the Services and for a period of twelve (12) months thereafter, not to take into service or to enter into any labour relations either directly or indirectly with any employees of Arbode or persons otherwise performing work for Arbode.

13.2 Upon violation of the provisions of article 13.1, Client is liable to pay a fine of € 50,000.00 per violation, together with a fine of € 5,000.00 per day that the violation continues, following notification by Arbode.

Article 14: Closing provisions

14.1 Dutch law applies exclusively to all agreements and offers by Arbode to which these General terms and conditions are applicable.

14.2 All disputes which in any way relate to the agreements and offers to which these general terms and Conditions apply will be subject to the exclusive jurisdiction of the court in Arnhem.

14.3 Arbode is entitled to revise the General terms and conditions at any time.

14.4 If a contract is concluded prior the revision of the General terms and conditions, as referred to in the previous paragraph, the original General terms and conditions at the time of concluding the contract apply to the contract.

14.5 In case of the revision of the General terms and conditions, as referred to in paragraph 3 of this article, Arbode will give written notice of this to Client.

14.6 These General terms and conditions are to be found on www.arbode.nl.