

# *General Conditions*

## **for the Provision of Services**

by ARV Group B.V., in Arnhem, doing business as ARV Consulting,  
registered at the Chamber of Commerce under number 09110359

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## 1. General

- 1.1 These terms and conditions apply to all offers, estimates, and assignments and to all agreements for the purchase, sale, implementation of work or delivery of services, to include the following: the provision of employees or independent contractors as provided for in article 4 of these general terms and conditions, between the private limited liability company ARV Group B.V., doing business as ARV Group, ARV Consulting, Ontwikkelingspartners, i4o Interim for Operations or XTR Operations (hereafter collectively referred to as 'ARV') and the Principal.
- 1.2 Any standard conditions used by the Principal or to which the Principal may refer in any way are herewith expressly rejected, unless such conditions have expressly been accepted by ARV in writing.
- 1.3 All quotations and offers of ARV shall be without engagement, unless expressly stated otherwise.
- 1.4 Unless agreed otherwise in writing, all quotations shall be based on implementation of the instruction under normal working conditions and during normal working hours.
- 1.5 Any deviations from these conditions shall expressly be agreed in writing. No rights can be derived from such deviations with regard to later concluded legal relationships.
- 1.6 In case of any conflicts between translations of the text of these General Conditions, the Dutch text shall at all times prevail.
- 1.7 In case of any conflicts between provisions of the agreement and the text of these General Conditions, the provisions of the agreement shall prevail.

## 2. Agreements and General Obligations of the Principal

- 2.1 An agreement between ARV and the Principal shall come about at the moment that the offer or order confirmation signed by ARV and the Principal has been received back by ARV, or at the moment that ARV at the (oral or written) request of the Principal has started performing the activities for the Principal. As long as this is not yet the case, ARV retains the right to apply capacity and resources elsewhere. The offer or order confirmation shall be based on the information provided by the Principal to ARV at that time.
- 2.2 A verbal contract will be confirmed by ARV in writing or by e-mail.
- 2.3 The agreement replaces and supersedes any previous proposals, correspondence, agreements or other communications, written or oral.
- 2.4 The Principal shall see to it that:
  - a. ARV in a timely manner is provided with all useful and necessary information, documents and data that ARV needs to carry out the instruction;
  - b. all facts and circumstances that are relevant and necessary for the instruction, inter alia created by changes in the policy and/or the organisation of the Principal and changes in his direct (market) environment, shall as soon as possible be reported to ARV so that ARV can take that into account in the implementation of the instruction;
  - c. any employees of the Principal involved in the implementation of the instruction shall be sufficiently available and usable and have sufficient skills and experience. If the Principal cannot deploy the necessary personnel, the Principal is obliged to use additional or other trained personnel, unless otherwise agreed by both parties.
  - d. The Principal will provide ARV with working space when appropriate, and other amenities and facilities (such as the internet) that are, in ARV's opinion necessary or useful in the course of implementing the agreement, such details to be established in consultation with the Principal.
- 2.5 The Principal acknowledges and accepts that adaptations of (the contents of) the instruction (for example modifications in scope, working method or treatment) may influence the agreed planning. If adaptation of (the contents of) the instruction is the consequence of requests or acts of the Principal or other circumstances that can be attributed to the Principal, ARV shall have the right to charge any additional work that arises therefrom on the basis of its usual rates as an additional or separate instruction.
- 2.6 ARV shall not be held to check instructions and/or communications, drawings, calculations, etc. of the Principal on correctness. The Principal guarantees that the information provided by it to ARV is

correct and complete. Any failures in the performance of the services of ARV that are the consequence of incorrect or incomplete information originating from the Principal cannot be attributed to ARV. The Principal shall be liable for the damage that results from the fact that the information provided by the Principal to ARV is incorrect or incomplete.

- 2.7 ARV shall at any time have the right to terminate the negotiations with the Principal and to withdraw any offers and quotations that have been made, without being held to any compensation of costs or damages.
- 2.8 The Principal shall only have the right to cancel an already given instruction before the coming about of an agreement with the permission of ARV and in so far as he will indemnify ARV in full and will compensate all expenses already incurred by ARV.
- 2.9 Any changes in the instruction, among which extension of activities that have already been ordered, shall only bind ARV if and as soon as it has confirmed the relevant changes in writing.
- 2.10 The Principal shall be held at all times to provide its reasonable assistance to enable ARV to perform the agreement in accordance with its obligations in respect thereof.
- 2.11 ARV will apply its best insight and capabilities in carrying out the activities to be performed, in accordance with the requirements of professional business practices.

### **3. Software maintenance**

- 3.1 If parties agree that ARV shall be engaged to develop software modules or to carry out maintenance on software modules, then this article shall apply.
- 3.2 ARV shall make every effort to ensure that the services regarding maintenance on software modules (in these general terms and conditions software module also includes Excel-files, Office tools and webbased tools) are provided with due care and in accordance with the arrangements and procedures agreed in writing with the Principal where applicable. ARV shall provide all services on the basis of a best efforts obligation.
- 3.3 The Principal shall submit a detailed report of any errors identified in the software modules. Following receipt of the report, ARV shall make every effort to fix the errors and/or make improvements to future new versions of the software modules. The results shall be made available to the Principal in a manner and at a time to be determined by ARV, depending on the degree of urgency. ARV shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software modules.
- 3.4 ARV shall not guarantee that the software modules will operate with no interruptions, errors or defects or that all errors and defects will be fixed.
- 3.5 If ARV carries out the maintenance work online, the Principal shall for its part ensure that the proper infrastructure and telecommunication facilities are in place in a timely manner.
- 3.6 ARV shall be entitled to suspend or limit the maintenance work if the Principal's infrastructure and telecommunication facilities do not meet the requirements imposed by ARV.
- 3.7 The maintenance work shall only include the provision of new versions of the software modules if and in so far as this has been agreed in writing. If the maintenance work includes the provision of new versions of the software modules, the provision of this software module shall take place at ARV's discretion.
- 3.8 The maintenance of the software shall not include the fixing of errors, defects or shortcomings arising from or related to:
  - a. usage errors or the improper use of the software modules;
  - b. changes to the software other than those carried out by or on behalf of ARV;
  - c. use of the software modules contrary to the applicable conditions or contrary to the instructions in the user documentation;
  - d. changes to or errors, defects or shortcomings in the hardware or software that is not included within the scope of the maintenance work to be carried out by ARV;
  - e. failure by the Principal to have maintenance work carried out on the software in a timely manner;
  - f. the use of an older version of the software that is no longer maintained by ARV;
  - g. the recovery of scrambled or lost data;

h. other causes that are not attributable to ARV.

3.9 If ARV carries out maintenance work or other work in connection with the provisions of paragraph 3.7, ARV shall be entitled to invoice the costs of this maintenance work or other work in accordance with its standard rates. This shall not affect the other fees payable by the Principal in respect of maintenance work.

#### **4. Short-term assignments**

4.1 If parties agree that ARV shall provide employees or independent contractors to the Principal, to work with or without management or supervision of the Principal, then this article shall apply.

4.2 The nature of the short-term assignment is characterized as a best efforts obligation on the part of ARV.

4.3 If the parties consider the extension of the short-term assignment, they are required to enter into negotiations one month prior to the termination of the agreed upon period. An extension of the short-term assignment shall occur in writing, unless the assigned employee or independent contractor continues to carry out the work, whereby a continuation of the same duration can be presumed.

4.4 In the case that objections are raised by the Principal regarding the performance of the employee or independent contractor who has been provided, and if it turns out that the Principal is unable to address the concerns in consultation with the assigned employee/independent contractor, the Principal shall contact the contact person at ARV, in order to determine if it is possible for the parties to arrive at a satisfactory resolution.

4.5 The employee/independent contractor who has been provided is entitled to vacation, which ARV shall take into account in the provision of its estimate to the Principal.

4.6 If the individual made available to the Principal is unexpectedly unable to carry out the short-term assignment, ARV is entitled to replace that individual on the condition that this individual possesses the same skills as the individual originally provided. The Principal's conditions of payment to ARV remain in force.

4.7 The Principal takes care to provide for the safety, health and well-being of the employee/independent contractor provided with respect to the work undertaken, and is obliged to comply with the health care requirements as provided for in article 7:658 BW with respect to the employee/independent contractor provided.

4.8 The Principal releases ARV from all liability and damage associated with the failure to comply with the obligations as provided for in article 7:658 BW.

4.9 In connection with the provisions of the previous clause, the Principal shall contract for insurance that provides sufficient coverage.

4.10 If the Principal is in default, all claims of ARV with respect to the Principal shall be immediately and fully due and payable without prejudice to any other of ARV's rights. Furthermore, ARV has in that case the right to immediately cease to make the employee/independent contractor available to the Principal, without assuming liability for any harm that might occur.

4.11 ARV is not liable for harm to the Principal or third parties caused by the employee/independent provided to the Principal.

#### **5. Price/Payment**

5.1 If after the agreement has come about one or more of the price factors increases or decreases or the instruction is modified, ARV shall have the right to increase or decrease the agreed price accordingly, also if that increase or decrease is caused by foreseeable circumstances. ARV shall notify such an increase or decrease in the price to the Principal as soon as possible.

5.2 Payments shall be made within 30 days commencing on the first day of the month in which the invoice was sent. ARV shall not send invoices later than the fifteenth day of the month. If the invoice is sent later than the fifteenth day of the month, the invoice date shall be the first day of the term of payment.

- 5.3 If the Principal fails to perform its payment obligations, ARV shall have the right to suspend its activities. ARV shall also have the right, without any further notice or notification of default being required, to charge the statutory interest on commercial transactions as referred to in article 6:119a of the Netherlands Civil Code on the period within which the Principal is in default.
- 5.4 All that which the Principal is due shall be payable on demand if the Principal does not meet his payment obligations, is bankrupt, submits a petition to be granted a provisional or final suspension of payments, is placed under trusteeship, if executory seizure is levied on his assets and/or claims, is liquidated or is dissolved.
- 5.5 All prices shall be exclusive of VAT. ARV's fee does not include travel, accommodation and other expenses, unless otherwise agreed in the contract. Payments shall be made in Euros by transfer to a bank account designated by ARV. Fluctuations in exchange rates shall be for the risk and account of the Principal.
- 5.6 All costs in connection with payment, including the costs of providing any security, shall be for the charge of the Principal.
- 5.7 All judicial and extra judicial costs incurred by ARV as a result of the non-performance by the Principal of his (payment) obligations shall be for the charge of the Principal.
- 5.8 Payments of the Principal shall first be used to pay the interest due by the Principal as referred to in paragraph 4.3, then to pay the judicial and extra judicial costs referred to in paragraph 4.7 and after that to pay the oldest outstanding claims.
- 5.9 ARV shall have the right to invoice in parts.
- 5.10 ARV shall have the right to set off all that which it can claim from the Principal, irrespective of whether these claims are already due and payable, against any claims of the Principal on ARV. ARV shall at all times have the right to demand full or partial payment in advance.
- 5.11 The Principal shall not have the right to suspend his obligations towards ARV or to set off his claims on ARV against or to deduct his claims on ARV from that which the Principal is due to ARV.

## **6. Delivery**

- 6.1 The delivery of the agreed services shall start at the time stated in the order confirmation or in the agreement.
- 6.2 The delivery periods stated by ARV are no fatal periods. In case of untimely delivery, the Principal shall place ARV in default in writing and shall give ARV a reasonable period yet to perform. The delivery periods stated by ARV are based on the working circumstances applying at the time of the order confirmation. If through no fault of ARV any delay arises, the delivery period shall in so far as necessary be extended. The delivery period shall also be extended if the delay on the side of ARV has arisen as a result of the failure of the Principal to perform any of his obligations arising from the agreement, or his failure to render any required assistance.
- 6.3 Save in case of intent or gross negligence on the side of ARV, any excess of the delivery period shall give the Principal no right to dissolve the agreement in full or in part nor to compensation of any damage suffered by the Principal.
- 6.4 If delivery cannot take place in the agreed manner due to causes for which ARV cannot be blamed, ARV shall have the right to charge the costs arising therefrom to the Principal.
- 6.5 Only extra expenses in connection with the delivery which ARV incurs at the express request of the Principal shall be charged to the Principal separately, unless agreed otherwise in writing.

## **7. Force Majeure**

In these General Conditions the term force majeure shall mean any circumstance beyond the control of ARV even though this could already be foreseen at the time of the coming about of the agreement that prevents performance of the agreement temporarily or permanently, as well as, in so far as not already included therein: war, danger of war, civil war, riots, strikes, exclusion of workers, import and export bans, government regulations, transport problems, fire, shortage of workers and other serious disruptions in the business of ARV or its suppliers.

## **8. Suspension and Termination**

- 8.1 In case of any obstruction or delay in the performance of the agreement as a result of force majeure, ARV shall have the right either to suspend the implementation of the agreement in full or in part or to cancel the agreement in full or in part by means of a registered letter immediately, without ARV being held to pay any damages or make any repayments. In case of partial dissolution, the Principal shall be held immediately to pay the agreed price to ARV in proportion to the activities already performed by ARV.
- 8.2 If the Principal fails to perform any obligation that results for him from the agreement concluded with ARV or from any other agreement connected thereto in time, properly or at all, or if there are good reasons to fear that the Principal is or will not be able to perform his contractual obligations towards ARV, ARV shall have the right without placing the Principal in default either to suspend the implementation of the agreement or to dissolve the agreement in full or in part by means of a registered letter.
- 8.3 In case of dissolution as referred to in article 2, the Principal shall continue to be due the full agreed price, without prejudice to the right of ARV to demand full compensation of any damage incurred by it as a consequence of the failure(s) in the performance of the Principal. The (remainder of the) agreed price shall after dissolution be immediately due and payable.
- 8.4 ARV shall have the right to cancel the agreement with immediate effect by means of a registered letter if:
- a. the Principal has been granted a suspension of payments or is bankrupt, or if a request to that effect has been submitted;
  - b. the Principal is dissolved, due to a merger ceases to exist or otherwise actually terminates its activities;
  - c. the composition of the Management Board or the management team of or the control in the Principal changes substantially.
- 8.5 The Principal may cancel the agreement in the interim by means of a registered letter with due observance of a notice period of three months. The Principal shall in that case continue to be due the full agreed price, less the costs that are saved by ARV as a result of a premature termination of the agreement.
- 8.6 In case of dissolution or cancellation of the agreement by ARV, any amounts that have already been invoiced and that are still due, including a reasonable compensation for the activities that have been carried out until the end of the agreement on behalf of the Principal, increased with the costs that ARV will incur after the end of the agreement and that cannot be avoided, shall be payable on demand.
- 8.7 In case of premature termination of the agreement, all documents provided by ARV, among which reports, recommendations, designs, sketches, drawings and software modules, shall immediately be returned by the Principal to ARV, or disposed at first request of ARV. In case ARV request for such disposal, the Principal is held to inform ARV in writing of such disposal without delay.
- 8.8 Dissolution or nullification of the agreement by the Principal shall only be possible in case of an imputable failure in the performance of ARV, after the Principal has properly placed ARV soundly in default in writing by means of a registered letter in which a reasonable period is granted to ARV to remedy its failure in the performance and ARV fails yet to perform its obligation(s) within that period, provided that the aforesaid failure in the performance is serious enough to justify a dissolution. Such a dissolution shall only operate for the future and shall never lead to any obligations to make performances undone.

## **9. Transfer of the Agreement and Clause regarding possible Takeover**

- 9.1 ARV shall be authorised to call in the assistance of third parties in the implementation of the agreement and for that purpose to transfer one or more of its rights and obligations to third parties.
- 9.2 The Principal shall only after the prior written permission of ARV have the right to transfer rights and/or obligations arising from the agreement to a third party, unless the transfer takes place to an enterprise associated with the Principal in which the Principal has the complete control. The

Principal guarantees towards ARV the proper and correct performance by the third party of all transferred current and future obligations.

- 9.3 Each of the parties guarantees already now for then that if the enterprise carried on by it is transferred to a third party during the term of the agreement, it shall transfer the existing agreement including all rights and obligations to the party who acquires the enterprise. Such a transfer may exclusively take place with the approval of the other party, which party shall only be permitted to deny its approval on reasonable grounds.

## **10. Securities / Reservation of Ownership**

- 10.1 If ARV has founded reasons to doubt the willingness to pay and the financial capacity of the Principal, it shall have the right, before delivering or performing activities or continuing activities, to demand that a security be provided for the performance of all obligations of the Principal under the agreement. If such a security is denied by the Principal, ARV shall be free to consider the agreement as having been dissolved, without prejudice to the rights of ARV to claim compensation of damage, expenses and loss of profits.
- 10.2 The Principal shall only under the suspensive condition of full payment of all that which ARV can claim from the Principal for any reason become the owner of the goods delivered by ARV. ARV shall continue to be the owner of the delivered goods as long as the Principal has not paid his claims under the agreement. As long as the Principal has not paid the aforesaid claims yet, the Principal shall not have the right to establish a (whether or not nonpossessory) right of pledge or lien on the goods delivered by ARV. If the Principal fails to perform the aforementioned obligations, ARV shall have the right without any further notification of default being required to take the goods back. The Principal already now irrevocably authorises ARV to enter the places where the delivered goods are present. The consequences under proprietary law of the reservation of ownership shall be governed by the laws of the Netherlands, or, at the discretion of ARV, by the laws of the country of destination of the goods, on the understanding that the laws of that country in respect of the reservation of ownership offer a better protection to ARV than the laws of the Netherlands and the goods have effectively been imported in the country of destination.
- 10.3 The Principal shall be held to inform ARV forthwith:
- a. if a (provisional) suspension of payments is applied for by or granted to the Principal, or if any arrangement is made with the creditors of the Principal;
  - b. if the Principal himself intends to submit a bankruptcy petition or if the Principal has been informed that one or more of his creditors intends to submit a petition for its bankruptcy; as well as
  - c. if the Principal has been declared bankrupt.

## **11. Liability**

- 11.1 Without prejudice to the provisions set forth in the Clauses following hereinafter, ARV shall only be liable for the damages that have arisen during or in the implementation of the agreement up to at most the amount that is paid out under its liability insurance in the relevant case, less the amount of the excess. Liability for damages is furthermore limited to the amount of the fee received for the work under contract, and equal to a maximum of three months' compensation.
- 11.2 Any consequential damage, indirect damage, suffered loss, lost profits, loss of income, damages due to loss of data or other trading loss of the Principal, irrespective of the way in which it has arisen, shall not be compensated by ARV.
- 11.3 ARV shall not be liable for damage caused by intent or gross negligence of its subordinates and/or non-subordinates for whom it is liable pursuant to the law.
- 11.4 ARV stipulates all legal and contractual defences that it may invoke to fend off its own liability towards the Principal, also for its subordinates for whose actions it could be liable under the law.
- 11.5 Unless expressly agreed otherwise in writing, no (guarantee) obligation whatsoever shall rest on ARV with respect to the software (modules) or short-term assignments developed by it. These shall be made available to the Principal exclusively on a "as is base" and for the own risk of the

Principal. ARV shall not be liable for any defects in or damage resulting from (the use of) the aforesaid software (modules).

11.6 All claims of the Principal under this Clause shall prescribe by the lapse of three months after termination of the activities by ARV.

11.7 ARV shall not be liable for any damage that arises from the fact that the Principal or his employees have failed to properly follow any advice that has been provided by ARV orally or in writing.

11.8 The preceding provisions shall not prejudice any liability on the basis of mandatory law.

## **12. Complaints**

12.1 The Principal can on pain of lapse of all rights that accrue to him only invoke a failure in the performance of the agreement if he within a reasonable period of time, in normal cases being eight days, after he has discovered the failure or reasonably should have discovered the failure, has protested against that in writing by means of a registered letter sent to ARV.

12.2 Complaints shall not give the Principal the right to suspend his obligations in full or in part.

## **13. Confidentiality and Non-Competition**

13.1 ARV shall be held to keep secret all confidential information that it has obtained within the framework of the agreement or from any other source. Information shall be qualified as confidential if this was stated by the other party or if this arises from the nature of the information. However, ARV is entitled to state the nature of the project and the name of the Principal as part of its marketing communication efforts (both for track record purposes and for case studies). In doing so, ARV will not disclose any confidential information about the activities of or processes at the Principal and exercise the utmost care and attention.

13.2 ARV shall in the use of the information that has come to its knowledge under the agreement observe the greatest possible care.

13.3 ARV is obliged to maintain strict confidentiality towards third parties with respect to all information with a confidential nature as referred to hereinbefore in paragraph 12.1 and the activities of the Principal and the enterprise associated with that. This obligation shall apply both during the term of the agreement and after the termination thereof. ARV will impose the obligations proceeding from this article on any and all third parties it engages in the course of implementing the activities under contract.

13.4 ARV and/or its employees shall at the end of the instruction and after complete payment of all that which is due to ARV be held to make the information, including written documents and data bases, received from the Principal within the framework of the instruction, available to the Principal forthwith.

13.5 ARV reserves the right to use the knowledge and know-how that has increased by the performance of the activities subject to the agreement for any other purpose, subject to the express condition that no confidential information is brought to the knowledge of third parties.

13.6 The Principal shall during the term of the agreement as well as during a period of two years after the end of the agreement refrain from (having others) entering into any direct or indirect contractual relationship, howsoever called, with the employees of ARV, unless the parties agree otherwise. The Principal guarantees that the aforementioned obligation will also be complied with by any legal persons with which he is connected in a group as *inter alia* referred to in article 2:24 b of the Netherlands Civil Code.

13.7 The Principal shall be held to keep secret all information it has become acquainted with during or because of the agreement regarding ARV's state of affairs. This obligation also applies to any and all information of which the Principal knows or could reasonably know that the knowledge of this information by a third party may harm ARV's interests.

13.8 All information and documents provided by ARV, including without limitation reports, recommendations, designs, sketches, drawings and software (modules) are exclusively intended for personal use of the Principal. The Principal shall without the prior written permission of ARV not have the right to multiply the relevant information, documentation and software modules, to publish



it, to make it available to third parties for inspection or use or to transfer it to third parties. If ARV grants consent then this is deemed to have been granted under the condition that the Principal shall impose the same obligations on the third party in question (vis-à-vis ARV) as apply to it pursuant to the provisions of articles 12 and 13 of these terms and conditions. Moreover, the Principal guarantees towards ARV that the third party shall observe these obligations in full.

- 13.9 The Principal may not use the information and documentation referred to in paragraph 12.8 or during the agreement with ARV acquired know how for activities that could be competing with the activities of ARV or affiliated companies.

#### **14. Intellectual Property**

- 14.1 Without prejudice to the provisions set forth in article 12, all intellectual and industrial property rights with regard to all that which has been or is being developed or made available to the Principal by ARV or by third parties during or prior to the agreement for ARV, including without limitation reports, recommendations, designs, sketches, drawings, analyses, datafiles, plans of approach, software modules (including new versions), source codes and preparatory design materials thereof, remain at ARV, her licensors or her suppliers.
- 14.2 The Principal acquires only the rights of use expressly granted under these Terms and Conditions or by law. The right of use of the software modules shall in all cases be non-exclusive, nontransferable and non-sublicensable.
- 14.3 The Principal shall never contest or dispute intellectual and/or industrial property rights of ARV nor attempt to register one or more of these rights or otherwise try to obtain protection of these rights in his favour.
- 14.4 On termination of the agreement the right of use of the software modules by the Principal will expire automatically. ARV may at the request of the Principal permit him to continue using the software modules that have been developed for him with due observance of the provisions set forth in articles 12 and 13 of these conditions. ARV shall not withhold its approval without reasonable grounds.

#### **15. Governing Law / Settlement of Disputes**

- 15.1 All legal relationships between ARV and the Principal shall be governed by the laws of the Netherlands, unless expressly agreed otherwise.
- 15.2 If there is a dispute in the opinion of ARV or the Principal, it shall notify the other thereof as soon as possible in writing, giving a summary description of that which in the opinion of that party is the subject of the dispute. Subsequently the project leaders of ARV and the Principal, or any persons designated by them from among their midst to that end, shall jointly try to find a solution that is acceptable for both of them. Only if in the opinion of both or one of the parties for him/them no acceptable solution can be found within a reasonable period of time, the parties shall have the right to submit the dispute for settlement to the court or the arbitrator referred to in paragraph 14.3. This shall not prejudice the right of the party who is of the opinion that the subject of the dispute is so urgent that no delay is possible to submit the dispute for settlement to the President of the competent District Court in order to request a preliminary relief.
- 15.3 If the Principal is domiciled within the European Union, the competent court in Arnhem, the Netherlands, shall have exclusive jurisdiction to hear any disputes that may arise from the (implementation of) any agreement between ARV and the Principal, as well as of all disputes regarding these General Conditions. If the Principal is domiciled outside the European Union, any disputes as referred to hereinbefore shall exclusively be settled by means of arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (NAI). The number of arbitrators shall be one and the place of arbitration shall be Eindhoven, the Netherlands.

**16. Conversion**

If and in so far as on the basis of the principles of reasonability and fairness or the unreasonably onerous character any provision of these General Conditions cannot be invoked, the relevant provision shall as to contents and scope in any case have an as much as possible similar meaning, so that it can be invoked. The nullity or violability of one or more provisions of these General Conditions shall not lead to nullity or violability of the other provisions.

**17. Deposition**

These General Conditions have been deposited at the Chamber of Commerce under number 09110359.