

Arantek BV

Article 1. Definitions

- 1.1. In these General Conditions the terms below shall have the following meanings unless expressly stated otherwise or the context otherwise requires:
 - a. Arantek: the user of these general conditions: Arantek BV having its registered offices on the Tolweg 11 in Ulvenhout, registered with the Chamber of Commerce under number 20117254;
 - b. other party: the company (reseller) that enters into an agreement with Arantek;
 - c. agreement: the agreement between Arantek and the other party;
 - d. software: the (online) software solutions (including accompanying documentation, updates and upgrades) for resellers and end-users for entrepreneurs like retailers supplied by Arantek.

Article 2. General

- 2.1. These general conditions are applicable to all agreements between Arantek and the other party.
- 2.2. Any deviations from the supplements to these general conditions shall only be valid if they are agreed in writing or by email.
- 2.3. The applicability of any purchase or other conditions imposed by the other party are explicitly rejected.
- 2.4. If any provision of these general conditions is null and void or is voided, the other provisions of these general conditions shall remain in full force and effect. The void or voided provisions shall be replaced by Arantek, whereby the purpose and meaning of the original provisions(s) shall be taken into account as far as possible.
- 2.5. During the term of the agreement, Arantek is entitled to unilaterally change the general conditions. The other party will be notified of a changed version of the general conditions in writing or by email.
- 2.6. If Arantek does not always require strict compliance with these general conditions, this does not mean that these general conditions shall not apply or that Arantek shall forfeit the right to require strict compliance with these general conditions in future cases, whether or not they are of a similar nature.

Article 3. Quotations and offers

- 3.1. All offers, proposals and quotations are without obligation, unless Arantek indicates otherwise.
- 3.2. The other party is responsible for the accuracy and completeness of the requirements and specifications it provides Arantek, directly or indirectly, which the deliverables supplied by Arantek should meet and on which Arantek bases its quotation.
- 3.3. Offers and quotations do not automatically apply for future agreements.
- 3.4. Arantek cannot be bound by its quotations or offers or other publications if it can be reasonably expected that the quotations or offers or other publications, or a part thereof, contain an obvious mistake or error.

Article 4. Performance of the agreement

- 4.1. Arantek shall perform the agreement to the best of its ability and shall act with due professional care.
- 4.2. In performing this agreement, Arantek is entitled to engage third parties, procure goods from third parties, hire the services of third parties and have the agreement performed wholly or in part by third parties without notifying the other party.
- 4.3. For the performance of the agreement, Arantek may be dependent on (online) services or software from third parties. Arantek is not liable for damage of any kind or whatsoever nature caused by (online) services or software from third parties.
- 4.4. Arantek does not guarantee that the software shall function without interruption or without errors. The other party acknowledges that access to the software may be interrupted for a variety of reasons. Arantek is not liable for any damage arising from this temporary interruption. Arantek however, shall endeavour to provide full continuity of the availability of the software and to restore the interruption within an acceptable period.

- 4.5. The other party acknowledges that Arantek is entitled to block access to the software if the other party, its customers or third parties misuse the software, and if other irregularities or technical defects arise, irrespective of the cause thereof.

Article 5. Obligations of the other party

- 5.1. The other party shall ensure that Arantek is provided with all data and facilities, which Arantek indicates are necessary or which the other party should reasonably understand are necessary for the performance of the agreement on time. The other party shall provide Arantek in good time with everything necessary for the proper execution of the agreement, and always render its full cooperation. If the data or facilities necessary for performing the agreement are not made available to Arantek at all, on time or in accordance with the arrangements, or if the other party fails to fulfil his obligations in any other way, Arantek shall be entitled to suspend performance of the agreement and to charge the costs thereby incurred to the other party.
- 5.2. The data provided should meet the specifications prescribed by Arantek.
- 5.3. The other party is responsible for the accuracy and completeness of the data it provides to Arantek.
- 5.4. The other party indemnifies Arantek against any claims from third parties as a consequence of damage suffered in connection to performing the agreement and which are attributable to the other party.
- 5.5. The other party is obliged to inform Arantek immediately of any facts and circumstances that may be of importance in relation to performing the agreement.
- 5.6. The other party is not permitted to use the software in any way that is contrary to the provisions set out in the agreement, these general conditions, the relevant and applicable legal provisions, common decency, public order and codes of conduct.
- 5.7. Arantek is entitled to deactivate the software (temporarily) and/or to limit the use thereof, if the other party fails to fulfil an obligation to Arantek under the agreement, or acts in conflict with these general conditions or if the other party acts unlawfully against Arantek. Arantek shall notify the other party in advance of its intentions to deactivate the software, unless this cannot reasonably be required of Arantek. The other party's obligations to pay Arantek shall also remain in effect during the deactivation.
- 5.8. If a defect in the software is caused by acts and/or omissions on the part of the other party or its customers, any costs that Arantek has to incur to remedy the defect shall be borne by the other party.
- 5.9. If the other party fails to fulfil its obligations to Arantek duly or on time or if the other party acts unlawfully against Arantek, the other party shall be liable for any damage suffered by Arantek accordingly.

Article 6. Change of invoice address or relocation

- 6.1. If the other party relocates or its invoice address changes, the other party has to inform Arantek of its new business and/or new invoice address in writing or by email as soon as possible, prior to it.

Article 7. Login details

- 7.1. The other party shall handle – and is responsible for – its login details with due care. If unauthorised third parties make use of the other party's login details, Arantek cannot be held liable for that.
- 7.2. If the other party discovers that a third party has made unauthorised use of its login details, the other party has to inform Arantek immediately.

Article 8. Delivery dates

- 8.1. All delivery dates specified or agreed by Arantek are determined to the best of their knowledge based on the information known at the time of concluding the agreement. Arantek shall endeavour to observe the agreed delivery dates as far as possible. A specified or agreed delivery date shall never be deemed a firm date.
- 8.2. Arantek shall be not bound by delivery dates, whether final or not, that cannot be met as a result of circumstances beyond its control, as, inter alia, described in Article 14, and that occurred after entering into the agreement. Nor shall Arantek be bound by a delivery date, whether final or not, if the parties have agreed to modify the content or scope of the agreement (additional work, change in specifications, etc.).

- 8.3. Exceeding the delivery date specified shall at no time entitle the other party to any kind of compensation, the right to dissolve the contract or take any other action against Arantek.

Article 9. Prices and charges

- 9.1. The specified prices and charges are exclusive of VAT.
9.2. Arantek is entitled to adjust its prices and charges from time to time. The other party will be notified of any price and/or charge changes in advance.

Article 10. Software

- 10.1. Arantek reserves the right to apply changes and additions to the software, during the term of the agreement, as a result of the technical evolution of the software. Arantek guarantees equal functionality and performance of the Software in the event of any changes to the specifications.
10.2. The software has been tested before making it available. However, a warranty against defects in software cannot be given. The other party accepts that an error/bug may occur in the software. With the exception of statutory non-excludable guarantees, the software is made available 'as is' without any form of guarantee.
10.3. If the other party discovers an error in the software, it should inform Arantek as soon as possible and give Arantek the opportunity to remedy the error. Arantek shall do everything in its power to remedy the error as soon as possible.

Article 11. Intellectual property rights

- 11.1. All intellectual property rights to the software are vested exclusively in Arantek or its licensor.
11.2. The software will not be sold; the other party shall only acquire the user rights and powers that are explicitly assigned to it. The other party acknowledges that the intellectual property rights with regard to the software are and shall remain the property of Arantek or its licensor and that these rights shall not pass to the other party. The copyrights shall never be transferred through the delivery or provision of the software.
11.3. Arantek is permitted to take technical measures for the purpose of protecting the intellectual property rights to the software. If the software is secured by means of technical protection, the other party is not permitted to remove or bypass this protection.
11.4. To the maximum extent permitted under the applicable law, it is not permitted:
a. to recreate, reproduce, disassemble or reverse engineer the software;
b. to make products of any kind whatsoever derived from the software.
The other party shall also not permit others to perform the abovementioned acts.
11.5. If the other party acts in conflict of Arantek's intellectual property rights, Arantek shall be entitled to end the agreement with immediate effect, without the other party having any right to any kind of compensation.

Article 12. Invoicing and payment

- 12.1. Invoice shall be effected monthly.
12.2. Payment shall be made by means of direct debit, unless expressly agreed otherwise between the parties.
12.3. If payment is not made by direct debit, the other party has to pay the invoices received from Arantek within 14 days after the invoice date.
12.4. If the other party fails to make payment within the set payment deadline or if the direct debit cannot be processed or is cancelled, the other party will be in default by operation of law. In that case, the other party shall owe Arantek statutory interest, in accordance with Book 6, Section 119a of the [Dutch] Civil Code, with effect from the date on which the amount payable became due until the date of the payment. In addition to this, all judicial and extrajudicial collection costs, after the other party being in default, shall be borne by the other party. The payment to compensate for extrajudicial collection costs has been set to at least 15% of the principle sum due subject to a minimum of € 100.
12.5. Payments made by the other party shall initially serve for payment of interest and costs due, and subsequently for payment of the longest outstanding payable invoices, even if the other party allocates a different order of payment.
12.6. The other party shall not be entitled to set off or to suspend a payment.

Article 13. Dissolution and suspension

- 13.1. Arantek is authorised to suspend the fulfilment of the obligations under the agreement or to dissolve the agreement without legal intervention by way of written notice, if:
- a. the other party fails to fulfil its obligations, or fails to fulfil them in full;
 - b. after entering into the agreement, Arantek becomes aware of circumstances that constitute a serious reason to fear that the other party will not fulfil its obligations; If there is good reason to fear that the other party will not fulfil its obligations, or will not fulfil them in full, the suspension shall only be permitted insofar as any shortcoming would justify such action;
 - c. in case of late payment;
 - d. if the other party has been granted moratorium on the payment;
 - e. if the other party has filed for bankruptcy;
 - f. a statutory debt repayment arrangement applies to the other party;
 - g. the other party's business is wound up or terminated for reasons other than a business takeover or merger.
- 13.2. If the agreement is dissolved, any receivables due to Arantek from the other party shall become immediately due and payable and the other party shall be held liable for any related damage suffered by Arantek. If Arantek suspends the fulfilment of the obligations, it shall retain its rights pursuant to the law and the agreement.

Article 14. Force majeure

- 14.1. A situation involving force majeure on the part of Arantek shall be deemed to exist if Arantek is prevented from fulfilling its obligations under the agreement or the preparation thereof as a result of disruptions in the internet connections, disruption in the email traffic, virus infection or computer hacking by third parties, power failure, weather conditions, traffic disruptions, strikes, fire, theft, war, riots, terrorism, government measures and software errors or (online) services provided by third parties. Force majeure also includes any event or circumstance as a result of which it has become so difficult and/or so disproportionately costly compared to the situation at the time of entering into the agreement that, in Arantek's opinion, Arantek can no longer be reasonably required to fulfil the agreement.
- 14.2. Force majeure also includes a non-attributable shortcoming on the part of Arantek's suppliers as a result of which Arantek cannot fulfil its obligations or cannot fulfil them on time or not in full.
- 14.3. If the situation of force majeure on the part of Arantek lasts longer than 2 months, the parties shall be entitled to dissolve the agreement.
- 14.4. Insofar as Arantek has partially fulfilled its obligations under the agreement, or will be able to fulfil them, at the time when the situation of force majeure occurs, and if independent value can be attributed to the fulfilled or yet to be fulfilled part, Arantek shall be entitled to invoice the fulfilled or yet to be fulfilled part separately.
- 14.5. In the event that a situation of force majeure occurs, Arantek shall inform the other party accordingly as soon as possible.

Article 15. Liability and prescription

- 15.1. Arantek cannot be held liable for paying compensation of any damage resulting directly or indirectly from:
- a. an event that is in fact beyond Arantek's control and therefore cannot be attributed to it, as, inter alia, described in Article 14;
 - b. any act or omission on the part of the other party, its subordinates or its customers.
- 15.2. Under all circumstances, the other party is responsible for the accuracy and completeness of the data and documents it provides. Arantek is never liable for any damage that is (partly) due to incorrect and/or incomplete data provided by the other party. The other party indemnifies Arantek against all claims in this respect.
- 15.3. Arantek is never liable for any damage of any kind suffered by the other party in relation to the (non) functioning of equipment, software or (internet) connections of the other party or its customer.
- 15.4. Under no circumstances shall Arantek be liable for damage resulting from or caused by another party using the software for a purpose other than for which it has been provided.
- 15.5. Arantek can never be held liable if the software is used contrary to the user instructions.
- 15.6. Arantek can never be held liable for defects and/or failures in the services that are provided to the other party by third parties.

- 15.7. Arantek can never be held to blame for damage to computers, networks, processors and hardware and software as the result of connecting to or using the internet.
- 15.8. Arantek is not liable for damage of any kind that is caused because the other party has not fulfilled its obligations under the agreement, these general conditions or the law.
- 15.9. Arantek is never liable for indirect damage, including consequential damage, loss of profit, loss of savings, loss of data or data corruption, loss of turnover, reputation damage, losses due to delays, imposed penalties and loss due to business interruption.
- 15.10. In the event that Arantek may be liable for any kind of damages, then Arantek's liability shall be limited to the amount to be paid by its insurer. If the insurer does not pay out or if the damage is not covered by the insurance, Arantek's liability shall be limited to the amount of the invoice, excluding VAT, or at least that part to which the liability applies. If the liability pertains to a continuing performance contract, the liability shall be limited to the amount that was paid by the other party for the continuing performance contract 6 months prior to the event giving rise to the damage occurred.
- 15.11. The other party indemnifies Arantek against claims brought against it by third parties relating to incidents, acts or omissions, for which Arantek is not liable in respect of the foregoing. The other party is obliged to hold Arantek harmless on first request for all costs, damages and interest that may arise for Arantek as a direct or indirect result of a claim brought against it by a third party as referred to in this paragraph.
- 15.12. Any rights of claim and other powers of any nature whatsoever that the other party may have against Arantek shall lapse in any case after the expiry of 1 year from the moment a fact occurs for which the other party can use these rights and/or powers against Arantek.

Article 16. Confidentiality and processing of data

- 16.1. Both parties are obliged to keep secret all confidential information that they have obtained from each other or from another source by virtue of their agreement. Information is deemed to be confidential if either of the parties has identified it as such or if this is obvious due to the nature of the information. The party that receives that confidential information shall only use it for the purpose for which it has been made available. Confidential information is, inter alia, understood to mean Arantek's (product) developments, concepts and (business) strategies.
- 16.2. Arantek shall treat any data from the other party's customers as confidential and shall not disclose this to third parties.
- 16.3. If Arantek is obliged pursuant to a statutory provision or a court ruling to disclose confidential information from or originating from the other party to third parties designated by the law or the competent court and Arantek is unable to invoke any right of privilege recognised or permitted by the competent court, Arantek shall not be obliged to pay damages or compensation and the other party shall not be entitled to dissolve the agreement.
- 16.4. The other party is responsible for processing personal data. The other party indemnifies Arantek against any claims from persons whose personal data is processed within the framework of a register of personal data kept by the other party, unless the other party can prove that the facts on which the claim is based are exclusively attributable to Arantek.
- 16.5. The other party guarantees that the processing of personal data is not unlawful and does not infringe on the rights of third parties.

Article 17. Transfer

- 17.1. The agreement and/or rights and obligations under the agreement may not be transferred to a third party without prior permission from Arantek. Arantek may grant permission subject to conditions.

Article 18. Applicable law and competent court

- 18.1. The legal relationship between the parties is governed by Dutch law, even if the agreement is (partly) performed abroad or if the other party is established abroad.
- 18.2. Any disputes relating to agreements between the other party and Arantek shall be submitted to the competent court in the district where Arantek has its offices.