

GENERAL TERMS AND CONDITIONS OF SALE (version November 2025)**Article 1 Scope and definitions**

1.1 These General Terms and Conditions apply to all agreements, quotations, offers, orders, invoices and credit notes (hereinafter referred to as the "**Agreement**") between Applied Research Laboratory Europe B.V, with its registered office at Losplaats 12, Uden, 5404NJ, the Netherlands and Kvk number 27306279 (hereinafter referred to as "**ARLE**") and any natural or legal person (public law or otherwise) (hereinafter referred to as the "**Buyer**"), except if and insofar as it is expressly deviated from in writing. They form an integral part of the Agreement between the parties. By accepting an offer or placing an order with ARLE, the Buyer acknowledges and confirms its prior knowledge and acceptance of these General Terms and Conditions and waives the applicability of its own general terms and conditions, however named. ARLE reserves the right to amend its Terms and Conditions with prior notice to the Buyer.

1.2 These General Terms and Conditions also apply to all Contracts with ARLE, the performance of which requires the involvement of third parties.

Article 2 FORMATION AND AMENDMENT OF THE AGREEMENT

2.1 All offers and quotations made by ARLE, in whatever form, are without obligation unless the offer includes a deadline for acceptance. An Agreement will only be concluded by written (order) confirmation from ARLE or by actual performance by ARLE.

2.2 If the Buyer's order concerns an order for *made-to-order* items, the Buyer will provide ARLE with all necessary information and specifications of the product to be manufactured (such as, but not limited to, dimensions, choice of materials, colours, mechanical parts, functionality, etc.) on the basis of which ARLE will, if necessary, prepare a production drawing and/or technical data sheet of the product to be realized, which will be submitted to the Buyer for approval. The Buyer is entirely responsible for the specifications it provides on the basis of which ARLE will deliver the made-to-order product to the Buyer.

2.3 "*Made-to-order* products" include all items ordered at the Buyer's request that need to meet certain specific technical requirements or for which the Buyer wishes certain properties to be modified according to its own specific needs.

2.4 ARLE is always entitled to refuse to supply *made-to-order* products without giving reasons.

2.5 Manifest clerical errors or mistakes in ARLE's offers and quotations shall release it from its performance obligation and/or any obligations to pay damages arising therefrom, even after the conclusion of the Contract.

2.6 ARLE reserves the right to suspend the execution of an order if the Buyer's account with ARLE shows a negative due balance or if the Buyer demonstrates financial insolvency or negative solvency.

2.7 ARLE reserves the right, where appropriate, to change the composition of the materials it uses or the method of production and treatment of the customised products ordered if and to the extent that this does not substantially affect the quality and technical capabilities of the customised products ordered.

2.8 If the Buyer's acceptance deviates (on minor points) from the offer included in the quotation, ARLE will not be bound by it. The Contract will then not be concluded in accordance with this deviating acceptance, unless ARLE indicates otherwise in writing.

2.9 If, during the performance of the Agreement, it appears that for a proper performance it is necessary to change and/or supplement the work to be performed, the parties will timely and in mutual consultation adjust the Agreement accordingly. The Agreement can only be amended in writing with the agreement of both parties.

2.10 If the parties agree that the Agreement will be amended and/or supplemented, this may affect the time of completion of the execution. ARLE will notify the Buyer as soon as possible.

2.11 If the amendment of and/or addition to the Contract has financial and/or qualitative consequences, ARLE will inform the Buyer to the best of its ability in advance.

2.12 If a fixed rate has been agreed, ARLE will thereby indicate to what extent the amendment or supplement to the Agreement will result in an excess of this fixed rate.

2.13 The Buyer may not cancel an order accepted by ARLE without ARLE's prior written consent. Irrespective of ARLE's right to request performance of the Contract, ARLE and the Buyer agree that, in the event of cancellation by the Buyer, compensation of at least 30% of the price of the cancelled order will be due as compensation for the costs incurred and loss of income, without ARLE having to prove the existence or extent of the damage and notwithstanding ARLE's right to claim higher compensation upon proof of greater damage.

2.14 The Buyer acknowledges and accepts that an order of *made-to-*

order products cannot be cancelled by the Buyer under any circumstances. From the moment ARLE has confirmed the order to the Buyer, the Buyer is always obliged to take delivery of the order and pay the full price, unless otherwise agreed in writing with ARLE.

Article 3 Prices

3.1 Unless otherwise indicated, all prices are stated in euros and do not include VAT. **Unless** explicitly stated otherwise in writing on ARLE's offer and/or order confirmation, the prices offered do not include (and to the extent applicable): transport costs (where applicable), insurance costs, packaging costs, placement and assembly costs, technical support and/or after-sales service.

3.2 Any special additional costs relating to the import and/or customs clearance of goods to be delivered by ARLE to the Buyer or other levies imposed by the government are not included in the price and are therefore for the exclusive account of the Buyer.

3.3 The amounts stated by ARLE in the (order) confirmation are based on the prices, rates, wages, taxes and other factors relevant to the price level existing during the (order) confirmation. If after the (order) confirmation a cost price change occurs in one or more of the stated objective factors, ARLE will be entitled to adjust the agreed price accordingly. It will notify the Buyer immediately. If a price increase is made pursuant to this provision, and the increase would exceed 10% of the total agreed amount, the Buyer shall have the right to dissolve the Agreement in writing and free of charge within 48 hours of becoming aware or could have become aware of this price increase.

3.4 Prices are subject to exchange rate risks ARLE reserves the right, in the event of an increase in these exchange rates, to pass on the corresponding changes to the Buyer.

3.5 A compound quotation shall not oblige ARLE to deliver part of the goods included in the offer or quotation at a corresponding part of the stated price.

3.6 Offers or quotations do not automatically apply to repeat orders.

Article 4 Execution of the Agreement

4.1 ARLE shall perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship, all this on the basis of the state of knowledge known at that time.

4.2 If and to the extent required for the proper performance of the Agreement, ARLE will be entitled to have certain work carried out by third parties.

4.3 The Buyer shall ensure that all information which ARLE indicates is necessary or which the Buyer should reasonably understand is necessary for the performance of the Agreement is provided to ARLE in a timely manner. If the information required for the performance of the Contract is not provided to ARLE in time, ARLE will be entitled to suspend the performance of the Contract and/or to charge the Buyer for the additional costs resulting from the delay in accordance with the usual rates.

4.4 ARLE is not liable for any damage, of whatever nature, because ARLE relied on incorrect and/or incomplete information provided by the Buyer.

4.5 If it has been agreed that the Agreement will be performed in phases, ARLE may suspend the performance of those parts belonging to a subsequent phase until the Buyer has approved the results of the preceding phase in writing.

4.6 If work is performed by ARLE or third parties engaged by ARLE in the context of the assignment at the Buyer's location or a location designated by the Buyer, the Buyer will provide the facilities reasonably required by those employees free of charge.

Article 5 Delivery

5.1 Delivery shall be made in accordance with the applicable ICC INCOTERM (2020) ex warehouse ("Ex Works") of ARLE or a third party designated by it.

5.2 If, notwithstanding Article 5.1, it is expressly agreed that ARLE will take care of the transport of the goods, ARLE will only act as agent and both the costs and the risk of loss, damage and theft before, during and after the transport will be for the account of the Buyer, except in the event of intent or fraud on the part of ARLE. The Buyer is also responsible for unloading the container itself, unless otherwise agreed in writing. If ARLE still has to unload, ARLE will charge the costs thereof to the Buyer. This provision applies whether or not the Buyer or any of its appointees were present at delivery and whether or not a delivery note was signed by the Buyer or any of its appointees. The mention of another ICC INCOTERM (2020) on ARLE's order confirmation does not affect this provision.

5.3 The Buyer will be obliged to take delivery of the goods at the time ARLE delivers them or has them delivered to him, or at the time they are made available to him in accordance with the Agreement. Failing to take delivery of the delivered goods within 3 days after they were made available, ARLE will be entitled to store the goods at the expense and risk of the Buyer.

5.4 If the Buyer refuses to take delivery or fails to provide information or instructions necessary for delivery, ARLE will be entitled to store the goods at the expense and risk of the Buyer.

5.5 If ARLE requires information from the Buyer in the context of performance of the Agreement, the delivery period will commence after the Buyer has made such information available to ARLE.

5.6 The indication of delivery periods in offers, quotations, contracts or otherwise will always be made by ARLE to the best of its ability and such periods will be observed as much as possible, taking into account the availability of such items. The Buyer acknowledges that, unless expressly agreed otherwise, this delivery date for items is purely indicative. ARLE's failure to comply with this indicative period will under no circumstances give rise to the dissolution of the Contract or entitlement to damages. Partial deliveries are always permitted. Delay in payment by the Buyer of certain advance payments on the sale price, may give rise to a proportionate delay in the delivery period.

5.7 ARLE is entitled to deliver the goods in parts, unless this has been deviated from by Contract or the partial delivery does not have any independent value. ARLE will be entitled to invoice the thus delivered goods separately.

5.8 If it has been agreed that the Agreement will be performed in phases, ARLE may suspend the performance of those parts belonging to a subsequent phase until the Buyer has approved the results of the preceding phase in writing.

Article 6 Samples and models

6.1 If a sample or model has been shown or provided to the Buyer, it is presumed to have been provided only as an indication without the item having to correspond to it, unless it is expressly agreed that the item will correspond to it.

6.2 If ARLE has provided the Buyer with a sample or model for examination or testing, the risk in respect of the delivered goods will in all respects pass to the Buyer and the Buyer will indemnify ARLE upon first request against all claims made by third parties against ARLE in respect of the goods delivered pursuant to the Agreement. Testing and examination shall take place at the expense and risk of the Buyer.

Article 7 Payment

7.1 Payment shall be made without suspension and/or set-off within 14 days of the invoice date, in a manner to be indicated by ARLE in the currency invoiced. Objections to the amount of invoices do not suspend the payment obligation.

7.2 If the Buyer fails to make payment within the 14-day period, the Buyer is legally in default. The Buyer shall then owe interest of 1% per month, unless the statutory commercial interest rate is higher in which case the statutory commercial interest rate shall apply. Interest on the amount due will be calculated from the time the Buyer is in default until the time of payment of the full amount.

7.3 From the due date of the invoice, the invoice amount shall be increased, ipso jure and without notice of default, by a lump-sum indemnity of 10% of the outstanding invoice amount, with a minimum of EUR 250.00 per late-paid invoice to cover the extrajudicial collection costs of the invoices. The parties agree that this lump-sum increase is an actual estimate of the loss suffered by ARLE due to late payment by the Buyer.

7.4 Any reasonable legal and execution costs incurred shall also be borne by the Buyer. The Buyer shall owe interest on the collection costs incurred.

7.5 ARLE will always be entitled, both before and after the conclusion of the Agreement, to demand security for payment or advance payment, while suspending the performance of the Agreement by ARLE until such security has been provided and/or the advance payment has been received by ARLE. If prepayment is refused, ARLE will be entitled to terminate the Contract and the Buyer will be liable for any resulting loss for ARLE.

7.6 ARLE will be entitled to suspend the surrender of items it holds for the Buyer in connection with the performance of the Agreement until all payments owed by the Buyer to ARLE have been paid in full.

7.7 In the event of liquidation, bankruptcy, attachment or suspension of payments of the Buyer, all claims of ARLE against the Buyer shall be immediately due and payable.

7.8 ARLE will be entitled to apply payments made by the Buyer firstly to reduce the costs, then to reduce the interest falling due and finally to reduce the principal sum and current interest.

7.9 ARLE may, without thereby being in default, refuse an offer of payment, if the Buyer indicates a different order of attribution.

7.10 ARLE may refuse full repayment of the principal sum, if such repayment does not include the accrued and current interest and costs.

7.11 ARLE may charge a credit limitation surcharge of 2%. This surcharge is not due if payment is made within 7 days of the invoice date.

7.12 Invoices that are not disputed in writing within eight calendar days of dispatch are considered to be definitively accepted.

Article 8 Retention of title

8.1 All goods delivered by ARLE, including any designs, sketches, drawings, films, software, (electronic) files, etc., will remain the property of ARLE until the Buyer has fulfilled all obligations under all contracts concluded with ARLE.

8.2 The Buyer is not authorised to pledge or in any other way encumber the items subject to retention of title.

8.3 If third parties seize the goods delivered subject to retention of title or wish to establish or assert rights thereon, the Buyer will be obliged to inform ARLE thereof as soon as may reasonably be expected.

8.4 The Buyer undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection on demand.

8.5 Goods delivered by ARLE which are subject to retention of title pursuant to the provisions under 1. of this article may only be resold in the context of normal business operations and may never be used as a means of payment.

8.6 If the Buyer fails to fulfil its payment obligations towards ARLE or ARLE has good reason to fear that the Buyer will fail to fulfil such obligations, ARLE will be entitled to take back the goods delivered subject to retention of title. The Buyer warrants - if necessary on behalf of a third party (buyer) or holder - that, upon ARLE's first request, it will be notified where the items are located, and that they will be made available to ARLE at the Buyer's expense and risk, if requested by ARLE. To the extent necessary, ARLE is hereby granted an irrevocable mandate to repossess as well as a mandate to enter the necessary premises for this purpose. After repossession, the Buyer will be compensated for the market value of the repossessed goods, which may in no case exceed the original price the Buyer had agreed with ARLE for them, less the costs incurred by ARLE as a result of the repossession.

Article 9 Warranty, conformity and acceptance

9.1 ARLE guarantees that the goods to be delivered comply with the usual and reasonable requirements and standards that can be set for them and are free of defects.

9.2 The Buyer shall be obliged to examine the delivered goods or have them examined at the time of delivery or handover, but in any case within as short a period as possible. In doing so, the Buyer shall examine whether the quality and quantity of the delivered goods correspond to what was agreed, or at least meet the requirements applicable to them in normal (commercial) dealings.

9.3 The guarantee mentioned under 1. applies for a period of 12 months after delivery.

9.4 If the goods to be delivered do not comply with these guarantees, ARLE will, at ARLE's discretion, replace or provide for the repair of the goods within a reasonable period of time after receipt thereof or, if returning the goods is not reasonably possible, written notification regarding the defect by the Buyer. In case of replacement, the Buyer already undertakes to return the replaced item to ARLE and to transfer ownership to ARLE.

9.5 Complaints about defects (including those covered by the manufacturer's or supplier's warranty, which warranty was stipulated directly vis-à-vis the Buyer) must, on pain of lapse, be reported to ARLE by means of a reasoned registered letter no later than eight calendar days after receipt of the goods (in the event of visible defects) and no later than eight calendar days after discovery (in the event of hidden defects). The use or any resale of the goods shall extinguish any liability of ARLE. The claim relating to hidden defects must be brought within 30 calendar days of the discovery of the defect or after the defect should reasonably have been discovered. Complaints and/or disputes, of whatever nature, shall never entitle the Buyer to suspend the performance of its obligations towards ARLE, nor to cancel the entire order or delivery. If the complaint is well-founded, ARLE's maximum liability will in any event not exceed the agreed price of the relevant delivery of the goods.

9.6 The guarantee referred to under 1. does not apply if the defect originated as a result of injudicious or improper use or if, without ARLE's written consent, the Buyer or third parties have made changes or tried to make changes to the good or have used it for purposes for which the good is not intended.

9.7 The guarantee referred to under 1. does not apply if ARLE has provided a sample or model for examination or testing.

9.8 If the guarantee provided by ARLE concerns a good produced by a third party, the guarantee is limited to that provided by the producer of the good for it.

Article 10 Suspension and dissolution

10.1 ARLE will be entitled to suspend the performance of its obligations under the Contract or to dissolve the Contract in full or in part extrajudicially at the expense of the Buyer, without any obligation to pay

compensation and without prejudice to its rights, if:

10.2 The Buyer fails to comply, properly or fully with its obligations under the Agreement;

10.3 after the conclusion of the agreement ARLE learns of circumstances which give good reason to fear that the Buyer will not fulfil the obligations. In case there is good reason to fear that the Buyer will only partially or improperly fulfil its obligations, suspension shall only be allowed to the extent justified by the shortcoming;

10.4 The Buyer was requested to provide security for the fulfilment of its obligations under the Agreement when the Agreement was concluded and this security is not provided or is insufficient.

10.5 In the event of a default by the Buyer after a fourteen (14) day written notice of default has been given to the Buyer and the Buyer has not yet fulfilled its obligations within this period ;

10.6 In case of bankruptcy, suspension of payments, cessation of operations, termination or dissolution of the Buyer;

10.7 In the event of non-performance by the Buyer of its essential obligations under the Agreement, including but not limited to its obligation to pay;

10.8 Where the Buyer's conduct has or threatens to adversely affect ARLE's reputation and/or where there are facts or indications of unlawful, fraudulent, or fraudulent use of the items sold by ARLE by the Buyer;

- In the event of the Buyer's failure to comply with applicable legal obligations, including but not limited to the regulations mentioned in Article 14 and following of these terms and conditions

10.9 If the Agreement is dissolved, ARLE's claims against the Buyer will be immediately due and payable. If ARLE suspends fulfilment of its obligations, it will retain its claims under the law and the Agreement.

10.10 ARLE always retains the right to claim damages.

Article 11 Return of items made available

11.1 If ARLE has made items available to the Buyer in the performance of the Contract, the Buyer shall be obliged to return the items thus delivered within 14 days of the termination of the Contract, in their original condition, free of defects and in full. If the Buyer fails to comply with this obligation, all resulting costs will be for its account and ARLE will be entitled to recover the resulting damage and costs, including replacement costs, from the Buyer.

Article 12 Liability

12.1 If goods delivered by ARLE are defective, ARLE's liability towards the Buyer will be limited to what is regulated under "Guarantees" in these terms and conditions.

12.2 To the extent permitted by law, ARLE's maximum liability shall not exceed the agreed price of the items that caused the loss or damage. The liability is furthermore at all times limited to a maximum of the amount of the payment to be provided by ARLE's insurer in the relevant case if the amount, calculated according to the first sentence, is higher.

12.3 ARLE is not liable for the consequences of the use of the delivered goods and any consequences incurred by the Buyer, a third party or their business as a result of the delivered, placed and/or transported goods. The sale is and remains placed to order and at the risk of the Buyer, who is liable for accidents and violations that occur. The Buyer will also be liable for any damage (including fire) caused by the goods, and will, if applicable, indemnify ARLE in this respect.

12.4 ARLE does not guarantee the quality of its goods in case of abnormal use, poor maintenance, modification of the goods, (de-)assembly or repair by the Buyer.

12.5 Except for its own fraud or wilful misconduct, ARLE shall not be liable for incidental or consequential damages (including but not limited to damage to property, financial loss, lost profits, damage due to business interruption, personnel costs, damage to third parties, loss of revenue, loss of image, loss of data,...). In this respect, the Buyer waives any recourse against ARLE and/or its appointees.

12.6 The Buyer shall indemnify ARLE against any claims of third parties who suffer damage in connection with the performance of the Contract which is attributable to the Buyer.

12.7 The Buyer is responsible for obtaining the governmentally required permits, exemptions and consents relating to the delivered goods.

12.8 The Buyer undertakes to comply with all applicable national, European and international laws and regulations regarding the use, export, re-export, transit, transfer or any other act relating to the delivered goods, including but not limited to:

- European Regulation (EU) 2021/821 on the establishment of a Union regime for the control of exports, transfer, brokering, technical assistance and transit of dual-use items ("Dual-Use Regulation"),
- European sanctions regimes and embargoes, as adopted by the Council of the European Union (including Regulation (EU) No 269/2014, Regulation (EU) No 833/2014, and subsequent amendments),
- all applicable Belgian legislation on strategic goods, arms trade and export control,

- and any other applicable national, European or international regulations, whether explicitly mentioned here.

12.9 The Buyer expressly indemnifies ARLE against any and all claims, damages, costs, fines, claims or proceedings of any nature whatsoever alleged to arise out of or in connection with (i) the use, operation, resale, export or any other act in respect of the goods delivered by the Buyer or any third party to whom the Buyer makes the goods available, and (ii) the Buyer's failure to comply with any applicable regulation, sanction, embargo, export restriction or other obligation, whether or not enumerated herein.

12.10 ARLE will not be liable for any direct or indirect damage, penalty or loss arising from the Buyer's use of the goods or from the Buyer's failure to comply with any applicable regulations.

Article 13 Force majeure and Hardship

13.1 Subject to provisions of mandatory law or public policy, ARLE shall not be liable if any failure is due to Force Majeure or Hardship. During the period of Force Majeure or Hardship, ARLE may, as the case may be, at its sole option and discretion and without prior notice of default or judicial intervention being required, and without any right to compensation for the Buyer: (1) propose to the Buyer to replace the missing items and/or components with a functional equivalent; (2) suspend (at least temporarily) the performance of its obligations; and/or (3) invite the Buyer to renegotiate in good faith the performance terms of the Contract.

13.2 The term 'Force Majeure' or 'Hardship' as referred to in this article will in any case mean: unforeseen circumstances, including those of an economic nature, which arose through no fault of ARLE, including but not limited to: natural disasters, wars, hostilities, attacks, whether in the Netherlands or in any other country where any branches of ARLE or its supplying and sister companies are located, illness, machine defects, technical accidents, fire or flooding, serious malfunctions in the company, cyber attacks, forced curtailment of production, extreme price increases of materials and/or raw materials, scarcity of materials and/or raw materials, unavailability of materials and/or raw materials, economic sanctions imposed against any country where any branches of ARLE or its supplier and sister companies are located, strikes and lockouts, both at ARLE and at its supplier companies, delays in transport or delayed or incorrect delivery of items or materials, such as energy, raw materials or parts by third parties including ARLE's supplier companies. The Buyer's inability to meet its payment obligations due to insolvency or lack of financial resources shall not be considered Force Majeure nor Hardship.

13.3 Insofar ARLE has partially fulfilled its obligations under the contract or will be able to fulfil its obligations at the time the force majeure occurs, and the fulfilled or to be fulfilled part has independent value, ARLE will be entitled to invoice the fulfilled or to be fulfilled part separately. The Buyer is obliged to pay this invoice as if it were a separate Agreement.

13.4 ARLE will furthermore be authorised to terminate the Contract, without being liable for any compensation, if circumstances arise which are of such a nature that performance of the Contract cannot possibly or to standards of reasonableness and fairness can no longer be required, or if other circumstances arise which are of such a nature that unaltered maintenance of the Contract can no longer reasonably be expected.

Article 14 Sanctions legislation, import and export controls

14.1 Each party will comply with all applicable laws and regulations regarding the import, export, reimport or re-export of the items sold by ARLE, as well as any economic sanctions programmes.

14.2 Unless otherwise agreed in writing, the Buyer shall be solely responsible for obtaining, at its own expense, the required import and/or export licences and other consents relating to the importation of the delivered goods and shall make them available to ARLE without delay upon first request.

14.3 The Buyer shall indemnify and fully compensate ARLE for any and all liabilities, losses, damages, claims, costs or expenses of any nature whatsoever suffered or incurred by ARLE as a result of, or in connection with, any non-compliance by the Buyer, its officers, agents or subcontractors with applicable export regulations and economic sanctions programmes, or any provision of this clause.

Article 15 Anti-bribery and corruption

15.1 The Buyer undertakes at all times, throughout the term of the Agreement and thereafter, to comply with all applicable anti-bribery, anti-corruption and anti-money laundering laws and regulations, and to use its best efforts to ensure that its personnel, agents, representatives subcontractors and any other person acting in its name and/or on its behalf comply with such laws and regulations, including the controlled conditions and laws and regulations expressly in force in the jurisdiction of its registered office and/or place of business and, if applicable, in the performance of the Agreement.

15.2 If there is a suspicion that the Buyer has violated the aforementioned laws and regulations on combating bribery, corruption and money laundering, ARLE has the right to terminate or dissolve the Agreement immediately, in writing and without any compensation.

15.3 The Buyer shall indemnify ARLE for all losses and damages suffered or incurred by ARLE in connection with any violation of the aforementioned laws and regulations.

Article 16 Cybersecurity

16.1 The Buyer undertakes to comply with all applicable laws, regulations, **guidelines** and industry standards regarding cybersecurity. The Buyer will take appropriate technical and organisational measures to ensure the security of network and information systems and will make all reasonable efforts to prevent incidents. The Buyer shall be liable for all damages resulting from non-compliance with these obligations and shall indemnify ARLE against third-party claims in that respect.

16.2 In any event, the Buyer acknowledges and undertakes during the term of this Agreement to comply with all obligations arising from:

- the European Directive 2016/1148 (NIS1)
- the European Directive 2022/2555 (NIS2)

16.3 The Buyer shall make every effort to comply with the specific requirements under this legislation and shall immediately notify ARLE in writing of any potential breaches, violations and/or incidents that may impact the security of network and information systems.

16.4 The Buyer shall be liable for and indemnify ARLE against all damages resulting from a total or partial non-compliance with the NIS1 and NIS2 legislation, including damages resulting from late communication of incidents.

16.5 ARLE reserves the right to suspend or terminate or rescind the Agreement if it would appear that the Buyer is not compliant with applicable cybersecurity legislation. In no event shall ARLE be liable for any damage or loss resulting from such suspension or termination or dissolution.

Article 17 Anti-slavery and compliance

17.1 The Buyer undertakes to respect the human rights of its employees and to comply with all applicable laws and regulations on modern slavery, and consequently not to engage in any activity, practice or conduct that could be considered modern slavery.

17.2 The Buyer shall promptly inform ARLE of the commencement of any formal proceedings relating to modern slavery, including (but not limited to):

- a formal legal claim;
- a complaint to a regulatory body;
- a non-judicial complaint, including complaints filed with international aid organisations, international governmental and non-governmental organisations.

17.3 The Buyer represents and warrants that, to its knowledge, it has no knowledge of any instances of modern slavery directly or indirectly related to its business activities, products, services or supply chains.

Article 18 Other indemnities

18.1 The Buyer shall indemnify ARLE against claims of third parties regarding intellectual property rights on materials or data provided by the Buyer, which are used in the performance of the Contract.

18.2 If the Buyer provides ARLE with information carriers, electronic files or software, etc., the Buyer warrants that the information carriers, electronic files or software are free of viruses and defects.

18.3 At ARLE's request, the Buyer shall provide all necessary information demonstrating its compliance with the obligations set out in Articles 14 - 17.

Article 19 Intellectual property and copyright

19.1 Any sale of items, as well as suggestions made by ARLE regarding possible applications, designs and/or uses of the items it sells, do not in any way - either implicitly or explicitly - imply a transfer or granting of any licence regarding intellectual property rights related to the items and owned or licensed to ARLE and/or its affiliates. Nor do they constitute a recommendation for the use of such items, applications or designs that may infringe intellectual property rights.

19.2 The Buyer is not allowed to make changes to the goods, unless it follows from the nature of the delivered goods or has been agreed otherwise in writing.

19.3 Any designs, sketches, drawings, films, software and other materials or (electronic) files produced by ARLE in the context of the Contract will remain the property of ARLE, irrespective of whether they were made available to the Buyer or to third parties, unless otherwise agreed.

19.4 All documents provided by ARLE, such as drafts, sketches, drawings, films, software, (electronic) files, etc., are exclusively intended for use by the Buyer and may not be reproduced, disclosed or brought to the notice of third parties by the Buyer without the prior consent of ARLE, unless the nature of the documents provided provides otherwise.

19.5 ARLE reserves the right to use any knowledge gained through the performance of the work for other purposes, provided that no confidential information is brought to the knowledge of third parties.

Article 20 Confidentiality and data protection

20.1 Both parties are obliged to keep confidential all confidential information obtained from each other or from other sources in the context of their Agreement. Information is considered confidential if it has been communicated by a party or reasonably follows from the nature of the information.

20.2 If, pursuant to a statutory provision or a judicial decision, ARLE is obliged to disclose confidential information to third parties designated by law or by the competent court and ARLE cannot invoke a legal right to refuse to give evidence or such a right recognised or permitted by the competent court, ARLE will not be liable for damages or compensation and the other party will not be entitled to terminate the contract on the ground of any loss or damage arising from such disclosure.

20.3 Both parties undertake to comply with the applicable privacy legislation, including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("General Data Protection Regulation"). Further agreements between the parties regarding the processing of personal data will be laid down in a processor's agreement if required.

Article 21 Non-acquisition of staff

21.1 During the term of the Agreement and for one year after **termination** thereof, the Buyer will not in any way, except after proper consultation with ARLE, employ or attempt to employ or otherwise have employees of ARLE or of companies engaged by ARLE for the performance of this Agreement who are or have been involved in the performance of the Agreement, directly or indirectly, work for it.

Article 22 Severability

22.1 As far as possible, the provisions of these General Terms and Conditions and of the Agreement shall be interpreted in a manner that is valid and enforceable under applicable law.

22.2 The (partial) nullity, unenforceability, unenforceability or unenforceability of one or more provisions of these General Terms and Conditions or of the Agreement shall not affect the application of the remaining provisions thereof and shall not affect their validity. ARLE and the Buyer will then consult in order to agree on new provisions to replace the void or nullified provisions, whereby, if and insofar as possible, the purpose and purport of the original provision will be observed.

Article 23 Applicable law and legal venue

23.1 All Contracts concluded with ARLE as well as any disputes relating thereto shall be governed exclusively by Dutch law, to the exclusion of the Vienna Sales Convention.

23.2 In the event of disputes arising from the Agreement or these General Terms and Conditions, which form an integral part thereof, the court of ARLE's place of business shall have exclusive jurisdiction to hear disputes, unless the subdistrict court has jurisdiction. Nevertheless, ARLE is entitled to submit the dispute to the court with jurisdiction under the law.

23.3 The parties will only resort to court after making every effort to settle a dispute by mutual agreement.

