



## **GENERAL TERMS AND CONDITIONS of Arrow ECS B.V.**

**established in Houten, Netherlands**

Table of Contents	
Article 1 - Applicability	2
Article 2 - Offers, formation of agreements and prices	2
Article 3 - Delivery	3
Article 4 - Retention of title	3
Article 5 - Invoicing and payment	3
Article 6 - Return of products	4
Article 7 - Services, execution and cooperation	5
Article 8 - Services, overtime, additional work and travel and accommodation costs	6
Article 9 - Services, force majeure and limitation of liability and indemnity	7
Article 10 - Services, termination and risk	8
Article 11 - Services and subcontracting	8
Article 12 - Duration of agreements and termination	8
Article 13 - Confidential data	9
Article 14 - Personnel/duty of care/third-party claims	9
Article 15 - Secondment	9
Article 16 - Study programmes, courses and training	10
Article 17 - Security deposit, renting, loan for use and services	10
Article 18 - Business planning	12
Article 19 - Guarantee	12
Article 20 - Complaints	12
Article 21 - Liability	13
Article 22 - Non-performance	13
Article 23 - Applicable law; competent court	14
Article 24 - Conversion	14
Article 25 - Amendment of the General Terms and Conditions of Arrow ECS	14



## Article 1 - Applicability

- 1.1 These general terms and conditions apply to all (potential) legal relationships whereby Arrow ECS B.V., hereinafter referred to as: "Arrow ECS", acts as the supplier of goods and/or services, with other party, hereinafter referred to as: the "customer", also after the termination of the legal relationship with the customer.
- 1.2 The applicability of any other general terms and conditions, which might be used by the customer, or which the customer might refer to in any manner whatsoever, is hereby expressly rejected. The general terms and conditions of Arrow ECS B.V. apply under all circumstances.
- 1.3 Without prejudice to the provisions of article 25, any derogation from these terms and conditions must be expressly agreed in writing. Unless agreed otherwise, no rights can be derived by the customer from such derogations with regard to legal relationships that are entered into later.

## Article 2 - Offers, formation of agreements and prices

- 2.1 All offers from Arrow ECS are free of obligation. An agreement with Arrow ECS (hereinafter referred to as: the agreement) will only come into effect after an assignment has been definitively accepted or confirmed by Arrow ECS in writing.
- 2.2 The prices set out in an offer are based on delivery carriage paid to the address of the customer in the Netherlands and are VAT exclusive, unless expressly stated otherwise. With regard to the delivery of orders to an amount of less than EUR 2,500 excluding VAT, Arrow ECS will be entitled to charge the customer for the administrative or processing costs to the amount of EUR 15, the customer will be obliged to pay regardless of whether this has been expressly agreed.
- 2.3 Equipment and/or software originating from outside the EU is purchased by Arrow ECS in dollars or another currency, for which Arrow ECS applies an exchange rate that is subject to market forces and can fluctuate between the time of the request for an offer and granting the assignment.
- 2.4 In the event that Arrow ECS also provides services to the customer (for example installation work), a separate fee will be stated and charged for this.  
Unless agreed otherwise in writing, any advice provided by Arrow ECS is free of obligation and is non-binding. Any reasonable costs incurred by Arrow ECS, including travel and accommodation costs, related to the provision of service by order of the customer, must be reimbursed by the customer to Arrow ECS.
- 2.5 The customer will always provide all useful and necessary data or information required for the proper provision of the services in a timely manner and will provide full cooperation. The customer is responsible for the use and the application of the equipment, software and of the services to be provided by Arrow ECS in the customer's organisation. The customer will arrange any facilities reasonably required by the employee of Arrow ECS free of charge, such as - if applicable - a workspace with telecommunication facilities, etc.
- 2.6 If, after the formation of an agreement between Arrow ECS and the customer,



but prior to the delivery, changes occur in any cost factors, such as raw materials, materials and labour costs, government measures, insurance premiums, freight rates, exchange rates, taxes, etc. Arrow ECS will be authorised to implement a reasonable adjustment of the applicable price. Arrow ECS will inform the customer as soon as possible of any price increase.

- 2.7 In the event of Special Offer Prices that are granted by the manufacturers, we refer to the terms and conditions of the manufacturer in question.

### Article 3 - Delivery

- 3.1 A stated period within which delivery by Arrow ECS must take place is not a final deadline, unless expressly agreed otherwise.
- 3.2 In the event of late fulfilment of Arrow ECS' delivery obligation, the customer must under all circumstances send Arrow ECS a notice of default in writing, which will be without prejudice to the provisions of article 21 of these terms and conditions.
- 3.3 Unless agreed otherwise in writing, delivery will take place carriage paid to the address of the customer in the Netherlands. If it has been agreed that goods will be collected from Arrow ECS' location and the customer fails to do so or, as the case may be, if the goods are not accepted by the customer on delivery, Arrow ECS will be authorised to charge storage costs to the amount of two (2) % per month of the outstanding invoice amount, with commencement on the day on which the delivery should have taken place.

### Article 4 - Retention of title

- 4.1 The goods sold and delivered by Arrow ECS will remain the property of Arrow ECS until the customer has fulfilled all the following obligations under the agreement entered into by the customer with Arrow ECS:
- (i) the consideration(s) with regard to the delivered or to be delivered item/goods;
  - (ii) the consideration(s) with regard to the services provided or to be provided by Arrow ECS pursuant to such an agreement/agreements; and
  - (iii) any claims due to the non-performance by the customer of such agreement(s).
- 4.2 If the customer does not fulfil their obligations, or if there is a well-founded fear that the customer will not do so, Arrow ECS will be authorised to collect, or have collected, the delivered goods subject to the retention of title referred to in subclause 1 from the customer or from third parties who hold the goods on behalf of the customer. The customer will be obliged to provide full cooperation for this purpose subject to a financial penalty of ten (10) % per day of the amount owed by the customer, without prejudice to the payment obligation of the customer to which the retention of title applies.
- 4.3 The customer is entitled in the course of the usual business operations to sell on the delivered goods subject to retention of title, provided that Arrow ECS is promptly informed of this in writing and the customer involved is informed by the customer with regard to the retention of title of Arrow ECS. If third parties want to establish or enforce any real right on the items delivered subject to retention of title, the customer will promptly inform Arrow ECS of this and will ask for permission.



## Article 5 - Invoicing and payment

- 5.1 Payment by the customer must take place on the date agreed between Arrow ECS and the customer, in the absence of which, within the payment term referred to in the invoice. If no specific date for payment has been agreed and no payment term is referred to in the invoice, payment must take place within thirty (30) days after the invoice date.
- 5.2 Payment by the customer must exclusively take place in the currency in which the invoice amount was expressed, including turnover tax. All costs related to payment will be at the customer's expense.
- 5.3 Payment by the customer of every obligation entered into towards Arrow ECS must take place without reduction or reliance on set-off by the customer. Moreover, in the event the delivery period as referred to in 3.1 of these terms and conditions has been exceeded, in the event that a customer

submits a complaint, or in case of alleged non-fulfilment by Arrow ECS of one of its obligations, the customer remains obliged to payment fulfilment in full and in a timely manner as referred to in 5.1.

- 5.4 The payments from the customer will firstly serve to settle the interest owed as referred to in 5.5, as well as to settle the judicial and extrajudicial costs referred to in 5.6, and thereupon to enter as deduction from the claim that has been outstanding the longest.
- 5.5 In the event payment term applicable on the basis of article 5.1 is exceeded, the customer will owe, without prejudice to the other rights of Arrow ECS and without prior notice of default, monthly interest over the (still owed part of the) invoice amount owed to the amount of a percentage of one (1) percent per month until payment of the (still owed part of the) invoice amount has been done in full. In that case Arrow ECS will also be authorised to demand immediate payment of all unpaid invoices and to suspend further execution of the obligations towards the customer with immediate effect, unless payment in cash is still made or, as the case may be, sufficient security is provided for the payment of these invoices.
- 5.6 All judicial and extrajudicial collection costs, which Arrow ECS incurs as a result of the non-fulfilment by the customer of the customer's payment obligations, will be at the expense of the customer. In any event, the customer will owe, on the basis of reimbursement of expenses, an amount of fifteen (15) % of the outstanding claim amount excluding VAT, without Arrow ECS being obliged to further specify this item. If Arrow ECS demonstrates that it has incurred higher reasonable costs to acquire payment without the intervention of the courts, the customer will owe these to Arrow ECS.
- 5.7 The customer will be obliged to promptly inform Arrow ECS if:
- (i) the customer intends to submit an application for (provisional) moratorium;
  - (ii) the customer has acquired (provisional) moratorium;
  - (iii) the customer intends to submit an application for bankruptcy or insolvency;
  - (iv) it has come to the customer's knowledge that one or more of the customer's creditors have the intention of submitting an application for the bankruptcy or liquidation of the customer; as well as if
  - (v) the customer is declared bankrupt or goes into liquidation;

## Article 6 - Returning products



- 6.1 If the customer wishes to make use of the option offered by Arrow ECS to return goods to Arrow ECS sold and delivered to the customer, the goods concerned must be in the possession of Arrow ECS again within thirty (30) days after delivery. If, after the expiry of this period of thirty (30) days the goods concerned are received by Arrow ECS, a minimum of at least 15% of the listed value thereof will be charged to the customer, with a minimum of EUR 50. Furthermore, the customer must request a return authorisation number from Arrow ECS prior to returning goods. The General Terms and Conditions of Arrow ECS B.V. 5 return authorisation number will be valid for fourteen (14) days after the issuing thereof. Products without a return authorisation number or an invalid one, will not be eligible for crediting and will not be accepted for processing.
- 6.2 The dispatch costs for the returned items will be at the customer's expense. The goods to be returned must be in a good state of repair and must be inside the original and undamaged packaging. The manual and the accompanying accessories must be enclosed. The technical department of Arrow ECS will check the returned goods for damage and proper functioning and completeness. If the returned goods are damaged, defective, or incomplete, no full crediting can take place. In such an event the damage noticed by Arrow ECS and arisen as a result thereof, will be charged to the customer, with a minimum of EUR 50, or Arrow ECS will be entitled to refuse the return consignment and claim payment in full.
- 6.3 A product of Arrow ECS will only be eligible for the 30 days return option if it does not meet the specifications in the Arrow ECS catalogue. The 30 days return option does not apply to the following products: tools, software, test equipment and goods, cable and books produced on the customer's specifications.

#### Article 7 - Services, execution and cooperation

- 7.1 The provisions set out in this article will apply if Arrow ECS provides services to the customer, such as advice, a feasibility survey, consultancy, study programmes, courses, training, assistance, secondment, hosting, the design, development, implementation or management of software or information systems and the provision of service with regard to networks. Arrow ECS will make endeavours to the best of its abilities to execute the provision of service with due care, as and when necessary in accordance with the arrangements and procedures recorded in writing with the customer. All services of Arrow ECS will be provided on the basis of an obligation to use best endeavours, unless and insofar as Arrow ECS has expressly promised in the agreement in writing the result concerned, which result is also described in a sufficiently precise manner. Any arrangements concerning a service level will always be expressly agreed in writing only.
- 7.2 If it has been agreed that the provision of service will take place in stages, Arrow ECS will be authorised to postpone the commencement of the services, which form part of the (following) stage, until the customer has approved the results of the prior stage in writing and/or the payment of the earlier stage(s) has taken place.
- 7.3 If this has been expressly agreed in writing, Arrow ECS will be obliged during the execution of the provision of service to follow the instructions from the customer, provided in writing in detail and in a timely manner. Arrow ECS will not be obliged to follow instructions that change or add to the contents or scope of the agreed provision of service; however if such instructions are followed, the work concerned will be paid for.  
If an agreement for provision of service is entered into for the purpose of execution by a specific person, Arrow ECS will always be authorised, after consultation with the customer, to replace this person by one or more other persons with the same qualifications.



- 7.4 Cooperation: the customer will always provide Arrow ECS with all useful and necessary data or information required for the proper performance of the agreement free of charge and in a timely manner, and will provide full cooperation, including providing access to the customer's buildings. If the customer, in the context of providing cooperation to the performance of the agreement, deploys the customer's personnel, this personnel will have the necessary knowledge, experience, capacity and quality.
- 7.5 If the customer does not, does not in a timely manner make the data, equipment, software, or employees available to Arrow ECS that are necessary for the performance of the agreement, or does not do so in accordance with the arrangements, or if the customer does not fulfil its obligations in another manner, Arrow ECS will have the right to suspend the performance of the agreement wholly or partly, and will have the right to charge the costs arisen due to this in accordance with its usual rates, all without prejudice to the right of Arrow ECS to exercise any other legal right.
- 7.6 In the event that employees of Arrow ECS execute work at the customer's location, the customer will arrange the facilities reasonably required by these employees, such as a workspace with computer and telecommunication facilities free of charge. The workspace and facilities will comply with all applicable (statutory) requirements and regulations concerning working conditions.
- 7.7 The customer indemnifies Arrow ECS against claims by third parties, including employees of Arrow ECS who, with respect to the performance of the agreement, suffer damage that is the result of acts or omissions of the customer, or of unsafe situations in the organisation of the customer. The customer will make the company rules and security regulations applicable within the customer's organisation known to the employees of Arrow ECS who are to be deployed in a timely manner.
- 7.8 If during the performance of the agreement use is made of telecommunication facilities, including the internet, the customer will be responsible for the correct choice and the adequate availability thereof in a timely manner, with the exception of the facilities that are under the direct use and management of the supplier. Arrow ECS will never be liable for damage or costs due to transmission errors, breakdowns or unavailability of these facilities, unless the customer proves that this damage or these costs are the result of an intentional act or gross negligence on the part of Arrow ECS or its management.
- 7.9 The customer will be obliged to use and maintain the equipment as described in the individual agreement in conformity with the instructions for use provided by Arrow ECS or the manufacturer. The customer will provide Arrow ECS with all information necessary for Arrow ECS insofar as this is required for the execution of the work. The customer will provide Arrow ECS with access for using the equipment, documentation and any hardware and software insofar as this is required for the execution of the work. The customer will enable Arrow ECS to execute the work and will make the facilities required for this purpose available. Following the transfer of ownership the customer will be obliged to personally carry the responsibility for ensuring the responsible and environmentally aware removal of the product if necessary.
- 7.10 The work will be executed by Arrow ECS during office hours from 09:00 until 17:30. The work that is executed outside these times will be regarded as overtime.
- 7.11 For the paid work that Arrow ECS executes on the assignment from the customer, whereby the deployment is less than 5 working days of 8 hours, Arrow ECS applies per assignment a one-off administrative reimbursement of expenses of EUR 100 excluding VAT.

Article 8 - Services, overtime, additional work and travel and accommodation costs



- 8.1 If Arrow ECS, with the knowledge of the customer, has executed work or provided other services that fall outside the contents or scope of the agreed provision of service, this work or these services will be paid for by the customer in accordance with the usual rates of Arrow ECS. There is only reimbursement of expenses for overtime after express approval from the customer. During working days between 17:30 and 09:00 there is a 150 % surcharge over the basic rate for hours outside the usual 8 hours per day. There is a 200 % surcharge over the basic rate for weekends and Public Holidays.
- 8.2 If the customer expands or alters a system analysis, a design, or specifications, Arrow ECS will never be obliged to meet such a request and Arrow ECS can require that a separate agreement in writing is concluded for this.
- (i) The customer accepts that the work or services as referred to in this article can have an impact on the agreed or expected time of completion of the provision of service and the mutual responsibilities of the customer and Arrow ECS. The fact that (the demand for) additional work occurs during the performance of the agreement will never be grounds for the customer's annulment or termination of the agreement.
  - (ii) Insofar as a fixed price has been agreed for the provision of service, Arrow ECS will, if requested, inform the customer in advance and in writing of the financial consequences of this extra work or goods and services.
- 8.3 All rates are excluding travel and accommodation costs in the Netherlands insofar as these relate to travel between the place of residence of the employees and the work location agreed with the customer for the execution of the work.
- 8.4 The call-out charges within the Benelux will be charged on the basis of the number of hours travelled by the employee. This applies for the outward and return journey calculated from the work location of the employee.
- 8.5 All rates applied by Arrow ECS, as well as the rates set out in the General Terms and Conditions of Arrow ECS, are indexed annually in conformity with the "Arrow ECS Channel Services Catalogue" in conformity with the CBS price index (Statistics Netherlands). In the event of an increase of the prices of suppliers and/or general indexation of prices in the sector, Arrow ECS will be entitled to increase the applied prices and rates accordingly. The price increase ensuing therefrom will not give the awarder of the contract the right to terminate the agreement.

#### Article 9 - Services, force majeure and limitation of liability and indemnity

- 9.1 None of the parties will be obliged to fulfilment of any obligation if a party is prevented from this as a result of force majeure. Force majeure is also taken to mean force majeure on the part of the suppliers of the supplier, the failure to properly fulfil obligations of suppliers, who are prescribed by the customer to Arrow ECS, as well as defective goods, materials, or software of third parties, the use of which is prescribed by the customer to Arrow ECS. The fact that the customer is confronted with a liquidity squeeze, or the fact that the customer is incapable due to other circumstances of fulfilling the financial obligations towards Arrow ECS, expressly does not apply as force majeure for the payment obligations of the customer.
- 9.2 If a force majeure situation exceeds ninety days, parties will have the right to terminate the agreement in writing. That which has already been achieved pursuant to the agreement will be settled pro rata in that case, without parties owing anything else to each other, and without any form of liability for compensation arising.
- 9.3 The total liability of Arrow ECS due to attributable failure in the performance of the agreement is limited to compensation of direct damage up to a maximum of the amount of the price



stipulated for that agreement (excluding VAT). If the agreement is mainly a continuing performance contract with a term of more than one year, the price stipulated for the agreement will be set at the total of the payments (excluding VAT) stipulated for one year. Under no circumstances will the total compensation for direct damage due to material damage to goods amount to more than € 1,600,000 (one million and six hundred thousand Euro) per loss event. Direct damage is exclusively taken to mean:

- (i) The reasonable costs that the customer would have to incur to have the goods and services of the supplier correspond with the agreement; however, this replacement damage will not be compensated if the agreement is terminated by or on demand of the customer;
- (ii) The reasonable costs that the customer has incurred for, out of necessity, keeping the old system or systems operational for longer, and thereby the facilities related thereto, because the supplier has not delivered on the final delivery date binding for the supplier, less any savings that are the result of the delayed delivery;
- (iii) The reasonable costs incurred to ascertain the cause and the extent of the damage, insofar as the ascertaining relates to the direct damage within the meaning of these conditions;
- (iv) The reasonable costs incurred for the prevention and limitation of damage, insofar as the customer demonstrates that these costs have resulted in the limitation of direct damage within the meaning of these terms and conditions.

- 9.4 The liability of Arrow ECS for damage due to death or personal injury will in total never amount to more than € 10,000,000 (ten million Euro) per incident/loss event.
- 9.5 The liability of Arrow ECS for indirect loss, consequential loss, lost profit, lost savings, reduced goodwill, loss due to business interruption, loss as a result of claims by the customers of the client, corruption or loss of data, damage related to the use of goods, materials or software of third parties prescribed by the client to the supplier, damage related to the engagement of suppliers prescribed by the client to the supplier and all forms of damage for whatever reason other than as referred to in this article, is excluded.
- 9.6 The liability of Arrow ECS due to attributable failure in the performance of an agreement only arises in all cases if the customer promptly and properly sends Arrow ECS notice of default in writing, whereby a reasonable term is set out during which the failure can be remedied, and Arrow ECS also continuous to fail imputably after this period in the fulfilment of its obligations. The notice of default must contain a description as detailed as possible of the failure, so that Arrow ECS will be able to respond adequately.
- 9.7 The right to any compensation is always conditional on the fact that the customer reports the damage in writing as soon as possible after the arising thereof to Arrow ECS. Any claim for compensation against the supplier will lapse by the mere expiry of 6 months after the arising of the claim.
- 9.8 The customer indemnifies Arrow ECS against all claims by third parties due to product liability, as a result of a defect of a product or system that is delivered by the customer to a third party and that also consisted of equipment, software, or other materials delivered by Arrow ECS, except for if and insofar as the customer proves that the damage is caused by this equipment, software, or other materials.
- 9.9 The provisions of this article also apply for the benefit of all natural persons or legal entities who/which are used by the supplier for the performance of the agreement.

Article 10 - Services, termination and risk





- 10.1 The risk of loss, theft, or damage to goods, products, software, or data that are the subject of the agreement will transfer to the customer at the time on which these are brought into the actual power of disposition of the customer or an auxiliary person of the customer. The customer bears the risk of the selection, the use and the application in the customer's organisation of the equipment, software, data files and other products and materials and of the services provided by Arrow ECS, and the customer will also be responsible for the inspection and security procedures and adequate system administration.
- 10.2 In the event that the customer wishes to terminate the agreement, the customer will at all times first send Arrow ECS a notice of default in writing and will provide Arrow ECS with a reasonable period to still fulfil its obligations or, as the case may be, to remedy the failures, which failures the customer must precisely describe.
- 10.3 The customer has no right to terminate the agreement, wholly or partly, or to suspend its obligations if the customer was personally already in default of the fulfilment of its obligations.
- 10.4 In the event of partial termination, the customer cannot claim reversal of the performance already executed by Arrow ECS and Arrow ECS will have the full right to payment for the goods delivered and services provided by Arrow ECS.

#### Article 11 - Services and subcontracting

- 11.1 Arrow ECS will be authorised to deploy third parties for the execution of the work as set out in the agreement.
- 11.2 If required, Arrow ECS will inform the customer in advance and in writing regarding the work to be outsourced to third parties in the context of the agreement. Arrow ECS will remain fully responsible and liable, with due regard to that which has been determined in the agreement related to liability, with regard to the work to be executed by third parties.

#### Article 12 - Duration of agreements and termination

- 12.1 Cancellation by the customer is only possible if Arrow ECS agrees to this and it takes place in a timely manner. In that case the customer will be obliged towards Arrow ECS, in addition to the payment of at least 20 % of the purchase price and/or the rental sum (contract price), to purchase the Products, Software, Licence(s) and Services already ordered, in exchange for the payment of the cost price plus the editing/processing costs if applicable.
- 12.2 The customer is liable towards third parties for the consequences of the cancellation and indemnifies Arrow ECS with regard to this. The amounts already paid by the customer will not be refunded.
- 12.3 If the agreement is neither cancelled nor extended, it will be deemed to be extended tacitly each time by 1 year.

#### Article 13 - Confidential data

- 13.1 Each of the parties guarantees that all data received from the other party, regarding which one knows or ought to know that this is of a confidential nature, remain secret, unless a statutory obligation demands disclosure of that data. The party receiving this confidential data will only use this data for the purpose for which the data was provided. In any event data is deemed to be confidential if this is indicated as being as such by one of the parties.
- 13.2 The customer indemnifies Arrow ECS against claims by persons whose personal data is registered or will be processed in the context of a register of personal data that is kept by the



customer or for which the customer is responsible by law or otherwise, unless the customer proves that the facts that are the basis of the claim can exclusively be attributed to Arrow ECS.

#### Article 14 - Personnel/duty of care/claims by third parties

- 14.1 Each of the parties will, during the term of the agreement, as well as one year after the termination thereof, only after prior permission in writing from the other party, employ or otherwise directly or indirectly let work for them, employees of the other party who are involved, or have been involved, in the performance of the agreement, without the knowledge of the other party. In the event of a breach of this provision an immediately due and payable financial penalty of € 50,000 will be owed.
- 14.2 The customer indemnifies Arrow ECS against claims by third parties, including employees of Arrow ECS, who suffer damage related to the performance of the agreement that is the result of acts or omissions on the part of the customer or unsafe situations in the customer's organisation.
- 14.3 With due regard to Section 658 Book 7 of the Civil Code the customer must fully guarantee the safety of the personnel of Arrow ECS, who are involved in any manner whatsoever in the performance of the agreement, even if there is deployment outside the immediate (office) environment of the customer.
- 14.4 If the customer makes personnel of Arrow ECS available to third parties, this deployment will take place fully at the expense and risk of the customer, unless parties expressly agree otherwise. All costs related to this external deployment will be charged on to the customer.
- 14.5 The customer fully indemnifies Arrow ECS against claims by third parties, including employees of Arrow ECS, who suffer damage related to the performance of the agreement, which is the result of acts or omissions on the part of a customer or unsafe situations in a customer's organisation.

#### Article 15 - Secondment

- 15.1 There will be secondment within the meaning of these terms and conditions if Arrow ECS makes an employee (hereinafter referred to as: the seconded employee) available to the customer in order to let this employee execute work under the supervision and direction, or management of the customer.
- 15.2 Arrow ECS will endeavour to ensure that the seconded employee remains available during the term of the agreement.
- 15.3 The customer will be entitled to request replacement of the seconded employee
  - (i) If the seconded employee demonstrably does not fulfil the expressly agreed quality requirements and the customer makes this known to the supplier within three working days after the commencement of the work, or as the case may be
  - (ii) In the event of prolonged sickness or leaving employment of the seconded employee. Arrow ECS will promptly pay attention as a priority to the request. Arrow ECS does not guarantee that replacement will always be possible. If replacement is not, or not promptly possible, then claims of the customer for further performance of the agreement as well as all claims of the customer due to non-performance of the agreement will lapse. The payment obligations of the customer concerning the executed work will remain in full effect.



- 15.4 Arrow ECS will be obliged to payment in full in a timely manner for the seconded employee related to the income tax deducted at source and (advance) social insurance contributions. Arrow ECS indemnifies the customer against all statutory claims of the Tax and Customs Administration or social security insurance agencies with regard to taxes and social security insurance premiums, which are directly related to the assignment by Arrow ECS of the seconded employee (the so-called recipients' liability) provided that the customer entirely leaves the settlement of the claims concerned to Arrow ECS, thereby providing full cooperation to Arrow ECS and providing Arrow ECS with all information required if this is desired by Arrow ECS.
- 15.5 Arrow ECS does not accept any liability for the selection of the employee, or as the case may be for the results of the work that comes into existence under the supervision, direction, or management of the customer.

#### Article 16 - Study programmes, courses and training

- 16.1 Insofar as the provision of service of Arrow ECS consists of arranging a study programme, course, or training, Arrow ECS can always require payment of the amount owed for this in advance of the commencement thereof. The consequences of any cancellation of participation in a study programme, course, or training will be governed by Arrow ECS' usual rules.
- 16.2 If the number of registrations give cause for this in the opinion of Arrow ECS, Arrow ECS will be entitled to combine the study programme, course, or training with one or more other training courses, or to have these take place at a later time.

#### Article 17 - Security deposit, renting, loan for use and services

- 17.1 The customer who rents goods from Arrow ECS (hereinafter referred to as: the hirer) will be obliged, prior to taking receipt of the goods, to give a security deposit to Arrow ECS, which is to be determined by Arrow ECS.
- 17.2 Arrow ECS reserves the right to compensate the expired rent instalments with the security deposit, as well as the costs of repair/cleaning of equipment and/or software.
- 17.3 Arrow ECS will be obliged to return this security deposit to the hirer at the termination of the rental contract, if the hirer has at that time fulfilled all the hirer's obligations towards Arrow ECS.
- 17.4 The customer/hirer undertakes to pay the agreed rental price and the payments and costs ensuing from an agreement and to promptly return to Arrow ECS the hired goods, after the termination of the rental period, all this with due regard to the provisions determined hereinafter.
- 17.5 The customer owes the rental price by means of advance payment, unless agreed otherwise.
- 17.6 If a purchase option with regard to the Equipment is included in an agreement, the customer can only make use of this purchase option if the customer has completely fulfilled all the obligations.
- 17.7 Parties enter into the hiring of the Equipment for the agreed period.  
This period commences on the day of delivery of the equipment by Arrow ECS and ends on the agreed end date if the Equipment is entirely and in a good state of repair returned by the



- customer to Arrow ECS. If Arrow ECS has not received the Equipment on the end date, or not entirely, or not in a good state of repair, the end date will be deemed to have been reached at the time that the customer still returns the equipment entirely and in a good state of repair to Arrow ECS.
- 17.8 If the Equipment is returned to Arrow ECS within the agreed rental period, the initially agreed rental payments will remain owed over the entire agreed period.
- 17.9 No later than one week (or, if the rental period is less than one week, at least no later than half of the rental period) prior to the end of the agreed rental period, the customer must inform Arrow ECS in writing if the customer wishes to make use of the extension option of use offered in the agreement. If Arrow ECS has not received a message concerning this from the customer, the rental period will always be extended tacitly with a period equal to the rental period originally agreed, unless Arrow ECS makes it known that it does not wish to extend the agreement, which right it expressly retains. Arrow ECS will not be obliged to provide a statement of reasons concerning this.
- 17.10 Only the repair costs resulting from normal wear and tear of the hired Equipment will be at the expense of Arrow ECS. All (repair) costs as a result of inter alia overloading and/or incompetent use will be at the expense of the customer. Defects of the hired Equipment must be immediately reported in writing to Arrow ECS.
- 17.11 If the hired Equipment is for any reason whatsoever returned to Arrow ECS in a not entirely cleaned and/or undamaged condition, Arrow ECS will be entitled to charge all costs related to the necessary cleaning and/or repair to the customer. With regard to the defects noticed by Arrow ECS and the cleaning and/or repair costs ensuing therefrom, no burden of proof is vested in Arrow ECS other than to submit a specified account.
- 17.12 In the event of the termination of an agreement with immediate effect the customer will in any event owe compensation to Arrow ECS, which will be equal to the sum of the rent instalments stipulated in the agreement concerned, minus that which the customer has already paid concerning this and plus the duties and costs, all this without prejudice to the right of Arrow ECS to claim compensation in full from the customer.
- 17.13 In the event of loan for use Arrow ECS will have the right at any time to inspect and to claim back the Equipment, or to otherwise act as Arrow ECS thinks fit with regard to the Equipment. In the event of claiming back the customer has no right to compensation in whatsoever form. The costs to be incurred by Arrow ECS for claiming back will be fully at the expense of the customer.
- 17.14 In the event of loan for use the customer will have the Equipment at the customer's disposal for a specific period as recorded in the agreement, after the end of this period the customer will be responsible for ensuring that the products are returned to Arrow ECS complete and undamaged and in the original packaging.
- 17.15 In the event of exceeding of the loan term, Arrow ECS will have the right to charge the customer for the products concerned with due regard to the applicable general discounts as these apply to the customer. This means that the customer expressly states to agree to the fact that, as appropriate, Arrow ECS will invoice the customer for the products without the customer giving an express assignment to Arrow ECS for this purpose.
- 17.16 If it appears at the repossession of the products by the supplier after the loan term that these products are damaged, the supplier retains the right to bring the products back to their original condition. All costs related thereto will be at the expense of the user without compensation. If this occurs, the supplier will inform the user and will provide the user with a binding estimate of the costs.



- 17.17 Products may only be used by the parties set out in this agreement. It is not permitted to amend this agreement without confirmation in writing. Products may not be lent to a third party without confirmation and permission from the supplier. If this is the case, the supplier will invoice the user for these products without the user giving an express assignment to the supplier for this purpose.

#### Article 18 - Business planning

- 18.1 If the (master) agreement relates to a target, bonus, marketing and/or other financial arrangements, the (master) agreement will be entered into for the duration agreed between parties, in the absence of which a duration of one year will apply. The duration of the (master) agreement will be extended tacitly each time for the duration of the original period, unless the customer or Arrow ECS terminate the (master) agreement in writing with due regard to a notice period of three months prior to the end of the period concerned.
- 18.2 The General Terms and Conditions of Arrow ECS form an unaltered part of the (master) agreement and will prevail over every commercial condition of the customer, or in the event of a conflict ensuing from this agreement. Arrow ECS retains the right at any time to unilaterally amend the (master) agreement or parts thereof, if the terms and conditions between Arrow ECS and the manufacturer(s) are revised.
- 18.3 The terms and conditions included in this (master) agreement apply to the deliveries in the Netherlands, unless Arrow ECS is contractually not permitted to deliver outside specific national borders.

#### Article 19 - Guarantee

- 19.1 Only in the event that Arrow ECS has provided the customer with a specific guarantee in writing, will Arrow ECS guarantee the quality, the composition, the characteristics, the user application, the treatment of the absence of defects of the products as these were delivered by Arrow ECS, for a period of (12) months, commencing on the date on which the products are delivered to the customer, all this without prejudice to the provisions of articles 20 and 21, unless agreed otherwise in writing.
- 19.2 Arrow ECS does not provide the customer with any more guarantee of the (parts of the) products purchased from third parties than is provided to Arrow ECS by the supplier concerned.
- 19.3 Arrow ECS never guarantees the absence of defects that are the result of compliance with any mandatory statutory government regulation with regard to the nature or the quality of the raw materials applied in the delivered products.
- 19.4 The customer will under no circumstances be able to enforce any claim against Arrow ECS, after the customer has processed (a part of) the delivered products, or as the case may be has let third parties take these into use or process, or as the case may be if the customer has not used the products in accordance with the instructions for use given by Arrow ECS, or if the customer does not fulfil any obligation towards Arrow ECS.
- 19.5 The customer will under no circumstances be able to enforce any claim against Arrow ECS related to the advice given by Arrow ECS or related to the implementation thereof.

#### Article 20 - Complaints



- 20.1 Any complaint must be submitted in writing, promptly after the discovery of a failure, for which Arrow ECS is liable pursuant to the provisions of 19.1, always provided that if it concerns an externally observable defect, the complaint must be submitted no later than within seven (7) days after the delivery.
- 20.2 If a complaint is assessed as well-founded, Arrow ECS will repair the products free of charge, replace the products, or compensate the customer for the products, which the complaint relates to, which will be at the discretion of Arrow ECS. In the event of replacement, the products replaced by Arrow ECS will become the property of Arrow ECS.

#### Article 21 - Liability

- 21.1 With the exception - insofar as applicable - of the provisions of articles 19 and 20, Arrow ECS will not be liable towards the customer for damage caused to persons or to others than by the products delivered by Arrow ECS, insofar as this is the result of improper use of the products delivered by Arrow ECS or any act in conflict with the instructions for use provided by Arrow ECS.
- 21.2 Arrow ECS will not be liable towards the customer for damage caused as a result of any exceeding of the delivery period.
- 21.3 With the exception - insofar as applicable - of the provisions of articles 19 and 20, Arrow ECS will not be liable towards the customer, or the customer's insurer, who is the customer's subrogated party, for damage caused to persons or products other than the products delivered by Arrow ECS, which has arisen as a result of, or related to, the performance of any agreement between Arrow ECS and the customer, if the customer has insured the damage concerned, or as the case may be could have insured this.
- 21.4 Under all circumstances the liability for damage of Arrow ECS, howsoever arisen and without prejudice to the right of Arrow ECS to put the question of who is liable, as well as the extent of the loss up for discussion, will be limited to an amount equal to the price paid by the customer to Arrow ECS for the performance of the specific agreement.
- 21.5 If Arrow ECS would rely on the provisions of articles 21.1, 21.2, 21.3 or 21.4, any of its employees who are held to account can also rely thereon, as if they were personally party to the agreement between Arrow ECS and the customer.

#### Article 22 - Non-performance

- 22.1 If the customer fails in the fulfilment of any obligation in any manner whatsoever towards Arrow ECS, as well as in the event of an application for moratorium, acquiring (provisional) moratorium, petition for bankruptcy (personal petition or a claimed petition), bankruptcy or liquidation, or cessation of (a part of) the enterprise of the customer, then without prejudice to the other rights accruing to Arrow ECS and without any obligation of compensation, Arrow ECS will be entitled to terminate the agreement, wholly or partly, with immediate effect, or as the case may be to suspend the (further) performance of the agreement(s) whether or not subject to setting out conditions.
- 22.2 If Arrow ECS terminates the agreement(s) on the basis of the provisions of 22.1 then, without prejudice to the other rights of Arrow ECS, all that which the customer owes to Arrow ECS on whatsoever basis, will be due and payable in a lump sum and Arrow ECS will be entitled to suspend the further execution of any other assignment.
- 22.3 If the proper performance of the agreement by Arrow ECS, resulting from one or more circumstances, which are not on the account of Arrow ECS, including the circumstances



referred to in 22.4, is impossible wholly or partly, either temporarily or permanently, Arrow ECS will have the right to suspend the performance of the agreement until the performance thereof will be reasonably possible again, or as the case may be to terminate the agreement(s) with the awarder of the contract.

- 22.4 The circumstances that are in any event not on the account of Arrow ECS and that will justify reliance by Arrow ECS on force majeure are: conduct, with the exception of intention or wilful recklessness, of persons, who are used by Arrow ECS during the performance of the agreement with the awarder of the contract, as well as the unsuitability and/or non-functioning of products and/or equipment, which Arrow ECS uses during the performance of the agreement with the customer; breakdowns in the connections with the internet and/or other computer networks and/or telecommunication networks, non-fulfilment of obligations by suppliers and/or third parties, computer failures, change, or falling into disuse, of network protocols and/or communication protocols; industrial actions, exclusion of workers, sickness, import, export and/or transit ban, dispatch problems, natural and/or nuclear disasters and war and/or threat of war.

#### Article 23 - Applicable law; court with competent jurisdiction

- 23.1 The law of the Netherlands applies to all legal relationships between Arrow ECS and the customer.
- 23.2 The court with competent jurisdiction in Utrecht has jurisdiction to hear and determine all disputes that might arise with reference to (the performance of) any agreement between Arrow ECS and the customer as well as all disputes with regard to these terms and conditions.

#### Article 24 - Conversion

If and insofar as on the basis of reasonableness and fairness, or the unreasonable onerous character thereof, no reliance can be made on any provision of these terms and conditions, the other provisions will remain in full force and a meaning will be given to the provision concerned, which will be with regard to the contents and meaning in any event as much as possible corresponding therewith, so that reliance can be made thereon.

#### Article 25 - Amendment of the General Terms and Conditions of Arrow ECS

- 25.1 Arrow ECS has the right to amend these general terms and conditions at any time. The amendment will commence three (3) months after the notification thereof by Arrow ECS on its letterhead and on the website. The amended terms and conditions will apply to the agreements concluded between Arrow ECS and the customer thereafter.
- 25.2 The current version of these General terms and conditions of Arrow ECS B.V. has been: filed on 9 December 2010, registration number 301/2010, at the Utrecht District Court.