General Terms and Conditions of Ariez BV

SECTION A: GENERAL CLAUSES

- neral terms and conditions are defined as follo
- and indicated observations, the nature of the second se
- . pal or written offer made by AP or ARIEZ BV for the supply of
- reement between the Customer and AP or ARIEZ BV, not limited to Agreements concluded in order to develop,
- Agreement between the Customer and AP or ARIEZ BV, even ont limited to Agreements concluded in order to develop, n, (cause to) programme, (cause to) implement, (cause to) or or other interactive multimedia applications; to (cause to) evelop and order medical publications either online velop and organise the (object), of medical publications either online medical journals and other medical publications either online velop and cognise the (object), of medical publications either online ing campaigns, and (cause to) develop and (cause to) organise plementation of medical and marketing-communication and Services: any products to be developed by or on account of AP or
- hich are the subject of an Agreement, as well as any user rights to and furthermore any documentation, advertising material, course awings, descriptions, models, test equipment and any form of rided by AP or ARIEZ BV.

- Lide 2: General These general terms and conditions apply to any of AP's and Ariez BV Tenders and any Agreements with AP or ARIEZ BV. The general terms and conditions are registered with the Chamber of Commerce in Amsterdam as number 34187466. The general terms and conditions will be forwarded at request and free of charge, and are published on the website of www.ariez.nl. Any deviations from these terms and conditions only apply to the extent the partics have expressly agreed to such deviations in writing. Deviating provisos shall only be applicable for the offer or the Agreement in which such provisos haw heap market.
- made. hese terms and conditions any rights or favours are established for of AP or ARIEZ BV, such rights and favours are also considered to stipulated for the benefit of third parties used by AP or ARIEZ BV to the accomplishment or the implementation of the Agreement. billing of the Customer's general terms and conditions is expressly
- are indicative and free of commitment, unless the

- If all denotes thing be interesting the measure that the tender is accepted within indicia, it will be have been cancelled. ustomer must confirm salignments in writing. If the Customer should heless agree that AP or ARIEZ BV commences the implementation of ork, the contents of the Fender shall apply as the provisions agreed on. website they have been confirmed in writing. Tance deviating from the offer adopted in the Fender (with respect to items), shall not bind AP or ARIEZ BV. In such case, the Agreement to be considered to have been accomplished in accordance with deviating acceptance, unless AP or ARIEZ BV agrees in writing to such in accenter.

- plance. upto shall not commit AP or ARIEZ BV to carry out any part of t at a corresponding part of the stated price. tautomatically apply to any future assignments are indicative adopted in Fonders and assignments are indicative appl oursuant to costing of the hours effectively spent and red based on the information supplied by AP or ARIEZ BV.
- cle 4: Pitches / activities for the accomplishment of the Agreement thor to the acceptance of an assignment, AP or ANEZ BV shall conduct optionator talks, carry out market research and draw up tenders, projects, lanning and factual or marketing-strategy proposals. The Customer cannot leview any rights rom the execution of such work. Anless agreed otherwise, the costs related to the execution of the work indication 1 shall be charged to the Customer, even if no further entioned in subsection 1 shall be charged to the Customer, even if no further

- ses the rates are exclusive of travelling and accommodation benses as well as any other costs will be charged separately. he payment is wholly or partially subject to the information ARIE2 BV, the information supplied by AP or ARIE2 BV shall
- such work based on the nours spent. It the rates used. Adjusted rates shall written notification thereof has been ncrease exceeds 25%, the Customer eement as of the date at which the ugh a registered letter. If AP or ARIE2 er within 7 days following the dispatch
- e previous subsections, AP or ARIEZ basis in accordance with the CBS
- prices mentioned in the Tender, the Agreement or the pricelist of VAT and other state-imposed statutory levies, unless expressly wise. All rates and prices mentioned in the Tender, the Agreement nless expressly agreed otherwise. Its with a duration of more than 30 days will
- voice amount(s) exceeding Euro 4,000 (in words: four sive of VAT), AP or ARIEZ BV may require from the ayment to the amount of half the invoice amount.

- y AP or ARIEZ BV. Objections against the amount of the payment commitment. mer shall first of all serve to settle any payable or should state that the payment is related to AP or ARIEZ BV may, without being in default, the Customer should apply a different order in the substance of the set of
- nt should be exceeded, the Customer shall be expiry date while a notice of default shall not s. Such legal interests may be increased with to a commercial contract. The interest ited from the moment the Customer is nt of the full amount.
- the out-of-court collection costs ice, calculated pursuant to the ithout prejudice to AP's or ARIEZ tually incurred expenses, if such
- entry calculated amount. iull redemption of the capital amount if the ell as the costs are not concurrently paid.

- ditions shall be fully effective. In the terms and conditions and the terms AP or ARIEZ BV, AP's or ARIEZ BV's
- ne. tions reasonably required and/or 8V to timely and correctly execute ke sure that any data, information, other materials, with respect to

- ible result for the Customer. ring the implementation of the Agreement AP or ARIEZ BV should buy for account and a their risk goods and/or services from third parties, while equently such goods and/or services are passed on to the Custome, AP MEZ BV shall be permitted to use certain commonly used margins, or use ^{II} deviations with regard to quantity, quality and capacity of such goods
- rvices. IEZ BV cannot be summoned to comply as long as AP or ARIEZ BV do all the data, information, content, hardware, software and/or other to be supplied by the Customer. to this, AP or ARIEZ BV cannot be held liable for any loss what se that AP or ARIEZ BV have based themselves on any incorre
- y the Customer. en agreed that the Agreement is to be implemented in BV may suspend the implementation of work that is part as until the Customer has approved of the results of the
- writing. of the assignment work is executed by AP or ARIEZ BV id by AP or ARIEZ BV at the location of the Customer or a by the Customer, the Customer shall provide to the staff any So the means of the Altz BV at the location on the Berlin Staff any log the Customer, the Customer shall provide to the staff any within reason without any charge. all indemnity AP or AMEZ BV for any claims from third parties caused damage in relation to the implementation of the shirth damage the Customer bears the responsibility.

- AP's or ARIEZ BV's services consist of the development and
- due prior to commencement thereof. The implications of cancellation of participation to continuing-education courses, congresses or conferences shall be governed by the rules for cancellation used by AP or ANREZ BV. a) 50% of the registration fees will be charged in the case of a cancellation in writing more than 4 weeks prior to commencement of the respective course, continuing-education course, conferences etc. b) 100% of the registration fees will be charged in the case of cancellation (less than) 4 weeks prior to commencement of the course. If to the discretion of AP or ANREZ BV the number of enrolled persons is insufficient, AP or ARREZ BV the number of enrolled persons is insufficient, AP or ARREZ BV ahall be entitled to cancel the continuing-education course, the congress or the conference, or combine them with one several other continuing-education projects: compresses or conferences.

- Uthere used water water and the second secon
- and return them to Ar or Annue and all convenients peed. er's approval of the proofs and tests referred to in subsection one recognition and agreement that AP or ARIEZ BV have correctly d the work preceding the proofs and tests. BV shall bear to ability for any deviations, faults and deficiencies ot been observed in proof/rests/dummies approved or corrected the source answer misjonrufut.

- that the costs of such tests are included in the price ARIEZ BV are not bound to accept or process
- REEZ BV have expired. REEZ BV have expired. ect to advertisements that are to be typeset in accordance with imment in such a format that an unwanted similarity with editorial exists, AP or ARIEZ BV shall reserve the right to alter the format or
- ny. IZ2 BV reserve the right to decide on the position of placement and ser of insertion of the advertisement in the inner frame of a periodical. nment to place an advertisement shall give the Customer the right to ne free issue for evidence of placement.

- 8: Reservation of ownership the items supplied by AP or ARIEZ BV, including however not limited signs, sketches, drawings, films, software, (electronic) files, etc., sh AP's or ARIEZ BV's property until the Customer has complied with obligations from the Agreements concluded with AP or ARIEZ BV
- the provisions below. not authorised to pledge the items included in the reservation to encumber these in any other manner. should seize the items supplied under the reservation of tho establish or assert any rights thereto, the Customer shall notify AP or ARIEZ BV thereof as soon as reasonably can be
- is committed to insure the items supplied under the wnership and continue to keep these insured against fire, vater damage as well as against theft and submit the policy ce to AP or ARIEZ BV at AP's or ARIEZ BV's first request for
- ion. pplied by AP or ARIEZ BV which are included in the reservation p by virtue of the provisions in 1. of this article, can only be regular business operations and cannot be used as a method of
- payment. In the event that AP or ARIEZ BV wish to exercise the title to ownership ndicated in this article, the Customer shall at present, unconditionally and rrevocably permit AP or ARIEZ BV or third parties to be indicated by AP or RRIEZ BV to have access to all the locations where the property of AP or ARIEZ.

Article 9: Method of delivery

- to be delivered has been agre It transportation of the terms to be delivered nas been agreed, transportation shall be effected for the account of the Customer unless cariage-paid delivery has been agreed. The Customer shall bear the risk during transport. Transport includes transmission of data through the telephone network and any comparable transmission of data through the telephone network and the acceptance by the conveyor of APs or APIE2 BV's items shall be the proof that such items are in apparent good condition, unless the consignment note

Article 10: Term of contract and term of delivery

- erm of contract and term of delivery ment between AP or ARIEZ BV and a Customer is concluded for a eriod of time, i.e. for the duration of the agreed work, unless the the Agreement requires a different arrangement, or the parties have even d ethering in another the second ether and the second ether
- writing, the Agreement a period has been agreed for then such period shall not be a deadline. Any revices or deliver items is considered to be an case the implementation period should be hold AP or ARIEZ BV consequently in default in etter, and still allow them a reasonable period for
- re not liable for the implications of an exceeded period. A hall not commit AP or ARIEZ BV to pay damages nor will it ser to dissolve the Agreement.

ection on delivery and complaints

- Ide 11: Inspection on delivery and complaints the Customer must notify AP or AREZ BV in writing of any complaints about the delivered or provided goods or products or the work carried out and/ services provided writin B days after they have been observed, and not ter than 14 days following the delivery of the respective products or the projection of the respective work and/or services. The notice of default must are a detailed description of the default to allow AP or ARIEZ BV to respond forwarehe
- tely. smplaint is found to be justified, AP or ARIEZ BV shall still carry out fk as agreed to the extent possible, or still deliver the goods and/ jucts, unless this has in the meantime proved to be permanently lea for the Customer, which the Customer must notify AP or ARIEZ BV

- ald not, not timely, properly or completely comply with one or obligations with respect to APC, without prejudice to AP's or t to full compensation.
- digitations with respective terminate the Agreement without is entitled to immediately terminate the Agreement without auth of court intervention if the Customer files a petition in or a petition is being filed in his bankruptcy, or if he is in a state of bankruptcy, or has applied for or obtained a has lost the free control of his capital in any other way. This s'utation where the regulation referred to in article 284 of

Article 13: Liability

ride 13: Lability Altibudy turnest care has been pursued with respect to the contents of the goods, products, applications, work moder services supplied by AP or ARIES EV, the ARIES EV shall not beer any liability whatsower for any faults or incompleteness or for the use. AP or ARIES turner of the reference to goods, products, work and/or company to the Cutomer of the reference to goods, the tigal obligations for manages to the extent such appears from this article. The total liability of AP or ARIES EV on account of obligated default in the total liability of AP or ARIES.

Article 17: Confidential

r ARIEZ BV and the Customer shall only supply personal details of the party to third parties when the other party has agreed prior thereto in

. ARIEZ BV and the Customer shall make sure that their staff or a

r is not entitled to transfer his rights or obligations stemming from nt to third parties without AP's or ARIEZ BV's prior written consent.

third parties they are using under the terms of the Agreer confidentiality commitment.

2 BV are entitled to (temporarily) discon and Services and/or limit their use, or n tent, if the Customer does not comply t with respect to AP or ARIEZ BV, or ac conditions. AP or ARIEZ BV shall notification.

Article 20: Amendments to the terms and conditions

SECTION B:

SPECIAL CLAUSES:

Article 19: Discontinuation of the use of Products and Services delive

eriod set by AP or ARIEZ BV, and I n of use.

IEZ BV reserves the right to amend or supplement these te

ch law applies to all the offers made under these terms and conditions Agreement(s). The applicability of the Vienna Purchase Treaty is

excluded. utes directly or indirectly stemming from or related to the Ag be submitted to the competent court in the first instance n of the court of Amsterdam, to the extent legal provisions

max. www. any iaw anour any other government regulations and shal were the rights of third parties. the Customer's responsibility that the addresses (domain names or e-main reseds selected by him, and the material he has asupplied do not infringe rights of third parties, including titles to intellectual and industrial property uch third parties.

vestigation. shall indemnify AP or ARIEZ BV against any claim from third ig the costs caused with respect to this, regarding the rights to

accessible or passed on via the Internet are accessible to third parties therefore not protected from changes and adjustments by third

the risk of disclosure of passwords, access codes, confidential information et to third parties exists.

vuce x4: unsemination of information To the extent AP or ARIEZ BV provide disk space, the Customer is not permitted to use the system and the disk space for actions and/or conduct in conflict with the applicable legal provisions, the netiquette, the directives of the Reclame Code Commissie [Advertising Code Board], the Agreement or these general terms and conditions. This includes but is not limited to the actions and conduct below.

puters or computer systems on the

iges therein. AP's or ARIEZ BV's inte ain such conduct that

ariez

upply any of the information they hold from the is if a legal cause exists thereto, or if AP or ARIEZ BV aw, or AP or ARIEZ BV are required to do so under the Prosecutor. In that case AP or ARIEZ BV shall not be rm of damages to the Customer.

Article 25: Liability Without prejudice to the provisions in article 16, the Customer is not permitted to remove or alter any indications with respect to copyrights, brands, trade names or other titles to intellectual or industrial property fixed in or on the (software of the) Application or other work.

Article 26: Deviations

Ariez BV Westzijde 22 1506 FE Zaandam

The Netherlands

etwen the delivered work in one respect and the original test dummy, design, drawing, copy, model, the typesetting proofs, 5s or other tests in another respect, shall not constitute a reason discount or discoultion of the agreement or for damages, if such to the assessment of duebate in the state of the state of the duebate.

ons are of minor significance. spect to the assessment of whether deviations are to be considered as eviations in the total of the work, a representative random test shall be out on the work, unless the work is related to individually established

ruens. Any deviations that have not or only have a minor influence on the utility value of the work, considering any circumstances, shall be considered to be deviations of minor significance.

Article 24: Dissemination of information

ustomer declares to be aware of the features and limitati rks. In particular he declares to be aware of the fact that: data transmission through the Internet is subject to the relia hnical potential thereof; to certain (private) networks; tents of the Application hosted by AP or ARIEZ BV r and may be passed on to third parties;

partially or entirely the digital network Application and its

WITH RESPECT TO APPLICATIONS Article 22: The Application and its contents

Article 18: Transfer of rights and obligations

- ble costs incurred for the establishment of the cause and extent ible costs incurred for the establishment is related to the direct thin the meaning of these terms and conditions; able costs, incurred to prevent or minimise damage, to the frictionaria table to prove that such costs have resulted in the
- BV bears no responsibility for damage caused by the described in article 23 ('Declarations of the Customer') or those d as a result of the (contents of the) Application (as described in
- A are only liable for personal damage and damage for which AP liable pursuant to product liability, to the extent such damage by the intent or the serious miscanduct of the management, and/or employees of AP or APIC2 BV. In that case, the liability to the price signalated in the Agreement between the parties, not exceed the amount of Euro 15,000 -- BV liability for indirect damage, including consequential loss, savings not accrued and damage due to industrial stagnation
- BV are furthermore not responsible for any damage whatsoever. Customer or any third party in any way whatsoever, which is the incorrect and/or incompetent use by the Customer or any third goods or products supplied or work carried out and/or services. P or ARIE 2W or ARIE 2W
- Itability on account of curpage denotes in comparise mut-all only be created if the Customer has immediately and A RIEZ BV in default in writing, stating a reasonable period of the default, and AP or ARIEZ BV should still continue
- of any right to damages is that the Custome n as possible of the damage in writing from the cle, a number of linked incidents causing damage
- ARIEZ BV against any claims from third as a result of a fault in a product or service o a third party, which also consisted of the or ARIEZ BV, subject to the situation that le to prove that the damage was caused wire.
- s and Services. depend on the cooperation, services and deliveries to their activity, to which ARIEZ BV are unable filtence or any influence at all, AP or ARIEZ BV able for any damage whatsoever stemming from ARIEZ BV or the severing thereof, irrespective of ig caused or becomes visible during the business RV
- the previous subsections of this article, the price stipulated between the parties in the d the amount of Euro 50,000.-virtue of the clauses in this article and AP or res against such damage in the usual manner,
- ts to secure their systems adequately. In view
- extent AP or ARIEZ BV can be denoted as the "processor" of

n the work executed in one respect and the original design del, the typesetting proofs, printer's proofs or other test

ment of whether deviations are to be considered as al of the work, a representative random test shall be unless the work is related to individually established

e quality of the gram weight of paper and cardboard, significance shall be deviations permitted pursuant to the

standards mentioned in the Algemene Verkoopvoorwaarden van de a van Papiergroothandelaren [terms and conditions of sale of the

Arruse 4: inanser or now The risk of loss or damage of terms constituting the subject of the Agreement shall be transferred to the Customer the moment at which they are legally or physically delivered to the Customer, and are consequently brought under the control of the Customer or (a) third partyles indicated by the Customer.

cled 15: Force majeure by or AREE 29 we not bound to comply with any obligation if AP or ARIEZ BV re impeded to comply as a result of a circumstance not due to AP or ARIEZ V, and which is not for APs or ARIEZ BV's account by vitue of the law, a legal ct or standards applied in trade and transactions. noce majeure in these general terms and conditions means in addition to once majeure in these general terms and conditions means in addition to once majeure in these general terms and conditions means in addition to note majeure in these general terms and conditions means in addition to note majeure in the general terms and conditions the law of precedent, maje to exercise any influence, however, which impede ARIEZ BV to comply with their obligations. Such causes include work strikes in APs or ARIEZ BV's usines.

s. RIEZ BV shall also be entitled to appeal to force majeure if the trance imoeding (further) compliance commences after AP or ARIEZ BV

ellectual and industrial titles to property hts and any other titles to of intellectual of industrial property similar rights including neighbouring rights and rights for the of databases, information and/or performance for or with respect

16: Intellectual and industrial titles to property

obligations. biligations from the Agreement during the veriod of force majeure should be more than e entitled to dissolve the Agreement, without

payment for any performance, ided during the execution of the

In provided during the execution of the nent force majeure was caused. Initially complied or are able to comply ment at the moment force majeure is with has a separate value, AP or ARIEZ (to be) complied with separately. The which is to be considered as a separate

nd/or performance for or with respect by AP ARIEZ BV to the Customer, shall or the application of this article, AP or whom AP or ARIEZ BV have obtained with regard to the herein referred-to C customer shall only acquire the user d in these terms and conditions, the

ellectual or industrial property with other work from third parties and

remove or to (cause to) change

on 1 of this clause includes but is not confined to: vare, other materials such as analyses, designs and nentation, reports, Tenders as well as preparatory d/or visual draft projects, drawings, prototypes and produced under the terms of (the preparation of) variand or visual for the terms of (the preparation of)

To other work. sky agreed otherwise in writing, the investigation into the patents, brand rights, drawings or sample rights, copyrights and sof third parties is not part of the assignment. express permission of AP or ARIEZ BV, the Customer is not use the work outside the agreed scope. For any further use, a te times the usual compensation for such use, to a minimum of -shall accrue to AP or ARIEZ BV, while AP or ARIEZ BV shall retain the full damage.

ticle 14: Transfer of risk