

GENERAL DELIVERY CONDITIONS
ATANA International B.V.

Article 1: Definitions

Offer:	An invitation to Purchaser to place an Order, made by or on behalf of Atana International B.V., whereby is also intended, though it is not limited to, quotations, price indications, and proposals.
General Conditions:	The underlying set of general delivery conditions.
Atana International B.V.:	The user of these General Conditions, the private limited liability company Atana International B.V. (in the following: Atana), established in Krimpen aan den IJssel and with offices on Opperduit 312 in (2941 AP) Lekkerkerk, registered at the Chamber of Commerce under number 62061755.
Service:	Activities to be conducted by Atana of an immaterial nature on grounds of the Agreement.
Defect:	Non-compliance of the Performance with the Agreement.
Delivery time/ Implementation period:	The term established between Atana and Purchaser within which the Performance must be delivered, or the Agreement implemented, by Purchaser and Atana.
Purchaser:	The party, acting from the exercise of a profession or business, entering into an Agreement with Atana.
Order:	The offer made by Purchaser to Atana in connection with the Offer in the sense of the Civil Code (BW) for the conclusion of an Agreement.
Agreement:	The further arrangement(s) as established between Atana and the Purchaser regarding the purchase of (a) Product(s) and/or (a) Service(s) and/or Performance, all to be understood in the widest sense of the term, and to which these General Conditions are applicable.
Parties:	Atana and Purchaser jointly.
Price:	The amount to be paid for the Performance by Purchaser to Atana.
Performance:	The Service or Product to be delivered by Atana to Purchaser on grounds of the Agreement.
Product:	The movable property to be delivered by Atana to Purchaser on grounds of the Agreement.

What is written in the singular in these General Conditions, must, in such case as may occur, be understood in the plural, and vice versa.

Article 2 Applicability and interpretation

- 2.1 In case of conflict, the Agreement and such specific arrangements as may have been made between van Parties prevail over these General Conditions. No independent meaning can be attributed to the titles (“captions”) of the articles of these General Conditions and these titles do not affect the interpretation of the provisions of these General Conditions.
- 2.2 These General Conditions are applicable to all invitations for the making of an Offer, acceptance, assignment, confirmation, and agreement between Atana and the Purchaser, as well as to all (legal) relationships between parties that flow therefrom or are otherwise related to those.
- 2.3 Any reference by the Purchaser to his own purchasing or other conditions is expressly rejected by Atana, wherein are expressly included the articles 1, 2 and/or 3 that regard the applicability of the purchasing or other conditions of Purchaser.
- 2.4 Derogations to and/or additions to these General Conditions are only effective if and to the extent Atana has accepted such expressly in writing and are only effective for the relevant Agreement.
- 2.5 If one or more provision(s) of these General Conditions are void or annulled or otherwise lose their legal validity, the other provisions will remain fully effective. In such case, the former provision(s) are replaced by a valid provision that corresponds as much as possible with the purpose and tenor thereof.

Article 3 Offer, adoption, and modification

- 3.1 Every Offer made by Atana is non-committal, unless it is expressly stated otherwise.
- 3.2 The Agreement is adopted when the Order is accepted by Atana in writing.
- 3.3 Modification of the Agreement is only binding for Atana if it is accepted by them, whether or not in writing, and/or the proposed modification is implemented by them in an unmistakable manner.
- 3.4 Through a modification of the Agreement, the originally indicated term for implementation may be changed.
- 3.5 Atana can refuse a request for the modification of the Agreement without falling into default as a result.

- 3.6 If Purchaser provides Atana with data, drawings, information, etc., Atana may assume the correctness thereof and it will base its Offer thereon.
- 3.7 Atana cannot be held to what is stipulated in its Offer if the Purchaser can or should reasonably have understood that they, or a part thereof, contains an apparent mistake or typing error.
- 3.8 Atana cannot be held to information provided by it, such as, though not exclusively, price lists, brochures, folders, and websites, to the extent those data are not explicitly referred to in an Offer.
- 3.9 In case of an Offer of Atana, there is no obligation for Atana to deliver a part of the Offer against the part corresponding with this component of the Price indicated for the whole.

Article 4 Prices

- 4.1 All prices applied by Atana are exclusive of:
- a. sales tax and other taxes and levies imposed by the authorities,
 - b. any such costs as may be incurred in the context of the (implementation of the) Agreement, also including the travel and accommodation costs as such are applicable at the time of implementation of the Agreement, unless indicated otherwise in writing.
- 4.2 All prices are in euros, unless established otherwise in writing.
- 4.3 Unless established otherwise in writing, the prices as published most recently by Atana at the time of delivery of the Performance apply.
- 4.4 Modification to a price-determining factor by suppliers of Atana, of whatever nature, that entails that the established Price, retrospectively, should have been higher, may be passed on by Atana integrally. Price-determining factors are, for example (though not exclusively), transport, insurance, unloading, labour, energy, raw material costs, and levies, etc.
- 4.5 Atana informs the Purchaser as soon as possible of the exercise of its right as referred to in article 4.4. If the price increase regards more than 10%, Purchaser can rescind the relevant Agreement within one week (seven weekdays) after receipt of the notification made to him, by way of a written rescission statement addressed to Atana. In the event that Atana has already implemented the Agreement, Purchaser must pay Atana

for all costs incurred for the implementation of the Agreement, with a minimum of 30% (thirty percent) of the Price, without prejudice to the right of Purchaser to reclaim the difference between the amount paid and the costs incurred by Atana from Atana after payment.

- 4.6 Atana reserves itself the right to bill additional costs associated with the purchase by and delivery to Atana that were not foreseen at the time the Agreement was adopted, to Purchaser.
- 4.7 If Atana grants a discount on the Price, this discount only regards the relevant Offer thereby indicated and the specific period thereby indicated. To the extent the discount is not specified for a relevant Offer, Atana has the right at all times to withdraw the discount.

Article 5 (Down) payment and default

- 5.1 Payment of invoices must take place within 30 (thirty) days after invoice date, without any setoffs or deductions, through deposit on or transfer to a bank account designated for this purpose by Atana, unless a different arrangement is made between Parties.
- 5.2 Payment terms applied by Atana regard strict time limits. Payment of an amount has taken place at the moment it has been credited to a bank account designated for payment of the relevant amount by Atana.
- 5.3 Atana can stipulate additional conditions for payment, for example that full or partial advance payment of the invoice must occur at the moment of adoption of the Agreement and/or prior to (the implementation of) the delivery of the Performance, whereby Atana determines what percentages of the Price and during what stage of implementation of the Agreement these percentages of the Price must be settled by way of advance payment.
- 5.4 If Purchaser does not pay (timely), Purchaser legally falls into default. In such case, Purchaser owes a contractual interest of 5 percentage points above the deposit rate as it is applied by the European Central Bank per month (whereby a part of a month is considered an entire month), payable monthly, unless the statutory (commercial) interest rate is higher than the contractual interest, in which case the statutory (commercial) interest rate is due.
- 5.5 Atana has the right at all times to demand advance payment (whether or not by way of an advance invoice), immediate payment, or the lodging of security from Purchaser, under suspension of his obligation to implement the Agreement, for compliance with

- b. € 2,500.01 to € 5,000 10 %
- c. € 5,000.01 to € 10,000 5 %
- d. € 10,000.01 to € 200,000 1 %
- e. > € 200,000 0.5 % but a maximum of € 6,775.

Besides the extrajudicial costs, the Purchaser also owes the full legal expenses associated with the collection procedure.

Article 6 Delivery time/Implementation period and implementation Agreement

- 6.1 The Delivery Time and/or Implementation Period is determined by Atana by approximation and can never be considered strict time limits.
- 6.2 When determining the Delivery Time and/or Implementation Period, Atana assumes it can implement the Agreement under the circumstances that should reasonably have been known to it at the time of such determination.
- 6.3 In case of changing circumstances such as were reasonably known to Atana at the time the Delivery Time and/or Implementation Period was established, Atana has the right to extend the Delivery Time and/or Implementation Period by the time that is reasonably required to carry out the Agreement under these changed circumstances.
- 6.4 Modification of the Delivery Time and/or Implementation Period does not confer the right of the full or partial rescission of the Agreement to Purchaser.
- 6.5 The overrunning of the established Delivery Time and/or Implementation Period never confers the right, unless established otherwise in writing, to compensation of damage, partial delivery, or delivery from stock, if the latter cannot, by standards of reason and fairness, be demanded from Atana.
- 6.6 Atana determines the manner in which the Service is carried out.
- 6.7 Atana has the right to outsource or has conducted the Service or components thereof by third parties, unless the nature of the assignment opposes such.

Article 7 Risk transfer

- 7.1 Delivery of the Product takes place, unless established otherwise in writing, DDP as intended in the Incoterms 2010. Immediately after the Product has been delivered,

Purchaser bears the risk of all direct and/or indirect damage that could arise to or through the Product, except to the extent the damage can be attributed to the wilful intent or deliberate recklessness of Atana. The Purchaser owes Atana per delivery a rate and/or fee as is to be determined by Atana.

- 7.2 If the transport of the Product takes place by or through the mediation of Atana, Purchaser must take care of and guarantee sound, complete, and sufficient reception material, as well as of qualified staff, and Purchaser must guarantee that (storage) area(s) where the Product must be unloaded is/are accessible without obstacles and risks.
- 7.3 Purchaser is subject to a receipt obligation. If a Product offered by Atana is or cannot be received on account of circumstances that cannot be attributed to Atana, Atana is authorised, at their exclusive option, to either store and/or sell the Product to third parties, or, if storage and/or sale cannot reasonably be demanded from Atana, to (let) destroy such. All costs, as well as any possible reduction of proceeds, are borne by Purchaser. Expressly included in said costs is a reasonable compensation for storage, relative to the locally customary rates, as well as – if such is deemed opportune in the opinion of Atana – insurance costs. These matters leave unaffected any other possible rights of Atana vis-à-vis Purchaser.

Article 8 Retention of property, accession, conversion, merger, pledging, and right of retention

- 8.1 The Product (still to be) delivered by Atana remains the property of Atana until settlement has taken place of everything that Purchaser owes or will owe on account of the Agreement or of any other agreement or legal relationship, also including all claims on account of shortcomings in compliance with such agreements or legal relationships.
- 8.2 Any Product delivered or to be delivered by Atana that is subject to retention of property pursuant to section 1 of this article, may only be resold within the framework of normal business operations of Purchaser.
- 8.3 If Purchaser does not fulfil his obligations towards Atana or there is a well-founded fear that such will be the case, Purchaser is obliged to enable Atana to (let) remove the Product subject to the retention of property intended in section 1 of this article from the Purchaser or from the third parties that hold the Product for Purchaser.
- 8.4 What is stipulated in section 3 of this article leaves unaffected the right to full indemnification of Atana.

- 8.5 Purchaser is obliged:
- a. to insure and keep insured the Product delivered under retention of property against the usual risks. This covers, for example, damage such as resulting from theft, water, fire, and explosion;
 - b. to present for perusal the original policy of the insurance mentioned under sub a of this section upon first request of or on behalf of Atana and to provide copies of this policy;
 - c. to pledge all claims of Purchaser on account of the insurances mentioned under sub a of this article to Atana;
 - d. for as long as full payment of the Product delivered under retention of property has not taken place, to take care as a good and diligent guardian would of the delivered Product and to make sure that the Product remains undamaged.
- 8.6 Purchaser is obliged to mark the Product delivered under retention of property as the property of Atana.
- 8.7 If Purchaser creates a new matter (also) from the Product delivered by Atana, Purchaser solely creates that matter for Atana, and Purchaser keeps the newly formed matter for Atana until Purchaser has settled all amounts owed on account of the Agreement. In such case, Atana has all rights as the proprietor of the newly formed matter until the moment of full settlement by Purchaser.
- 8.8 The Product delivered by Atana to Purchaser is to be considered, within the framework of the implementation of commonly held opinion regarding accession and merger as stipulated in the articles 5:14 and 5:15 Civil Code (BW), the main item.
- 8.9 Purchaser is obligated to render assistance in all manners for the reasonable measures that Atana wishes to take with regard to the Product to protect their property right and that do not hinder Purchaser unreasonably with his normal business operations.
- 8.10 Purchaser commits himself beforehand, as a security for all (future) claims that Atana has or will obtain on Purchaser outside this or similar agreements, to forthwith collaborate upon first request of Atana, with the pledging of the Product, or the new matters as intended in section 7 of this article, to Atana. Purchaser commits himself unconditionally in this context to provide his assistance for compliance with the establishment requirements for a legally valid lien.
- 8.11 Purchaser is not authorised to pledge the Product that falls under the retention of property pursuant to section 1 of this article to another party than Atana or to (let) establish any other (security) title on it.

- 8.12 On all goods of Purchaser that Atana, on any account whatsoever, has or will obtain under their control, a lien is deemed to have been established as intended in art. 3:236 BW (Civil Code) for all claims that Atana has or will have on Purchaser.
- 8.13 In the situation mentioned in section 3 and section 10 of this article, Purchaser is obliged to render all assistance, on pain of a fine of 5% of the Price established between Purchaser and Atana with regard to the Performance, that is, per day, or a part thereof, that Purchaser remains negligent in this regard.
- 8.14 Atana can exercise the right of retention on the good/goods handed over by Purchaser to Atana for the purpose of the implementation of the Agreement, if and for as long as:
- a. Purchaser does not pay (in full) the Price and other costs of the Performance to Atana; and/or
 - b. Purchaser does not pay (in full) the Price and other costs of Performances carried out earlier by Atana to Atana; and/or
 - c. Purchaser does not comply (entirely) with his other obligations flowing from the Agreement.

Article 9 Obligations of Purchaser

- 9.1 Purchaser takes care of and guarantees the suitability, accuracy, and completeness of the relevant information provided to Atana in the context of the Agreement.
- 9.2 Purchaser is obliged to take and/or follow all measures and instructions that must be taken and observed in case of the use of the Product and/or the implementation of the Service and that contribute to the sustainability and safety of the Product and/or the provision of the Service. This regards, amongst other things, all measures and instructions that have been mentioned by Atana or that have been included in such instructional material/packaging material as may have been enclosed by Atana.

Article 10 Warranty

- 10.1 Atana guarantees the soundness and the established quality of the Performance that is carried out according to the best insights and ability of Atana and in accordance with the requirements of good craftsmanship (e.g., regarding timely and correct delivery) as are in effect at the time of delivery.
- 10.2 With regard to the Product it applies that tolerance pertains upwards and downwards of 5% as regards size, weight, and quantity concerning what is stipulated in the

Agreement, and/or that deviations in colour or packaging with regard to what is stipulated in the Agreement are possible. Regarding the Service, a best-effort obligation applies on the part of Atana, and expressly not a commitment concerning results.

- 10.3 If Purchaser holds that what is stipulated in article 10 section 1 is not complied with, he must act in accordance with article 11 of these General Conditions. If Atana establishes in such case that the complaint is legitimate, Atana will act in accordance with what is stipulated in section 3 of article 10, though exclusively if Purchaser renders plausible that this Defect to the Performance was caused by an incorrect cultivation, growing, manufacturing, construction, or processing of the Product, or through the application of unsound materials, raw and auxiliary materials by (the supplier of) Atana, or through the deployment of unsound materials for the implementation of the Service.
- 10.4 At the exclusive option of Atana, Atana proceeds with either restoral or with full or partial replacement, or otherwise solely with a subsequent delivery of the Performance. The can, also at their exclusive option, comply with their warranty obligations as well by reimbursing the Price of the defective Performance. If Atana proceeds with the full or partial replacement of the Performance or with the full or partial reimbursement of the purchase price, they may set off the advantage of the possible temporary use by the Purchaser. Expressly not covered by this warranty are costs that should reasonably not be at the charge of Atana, such as transport-, travel-, and wage costs.
- 10.5 Through the replacement or restoral of the Performance pursuant to section 2 and section 3 of this article, the established term of claim is not extended.
- 10.6 If and to the extent with regard to the Performance a supplier is bound to provide any form of guarantee towards Atana, the warranty granted by Atana in section 1 and section 2 of this article never reaches beyond the warranty provided by this supplier.
- 10.7 Atana does not provide any warranty for a Defect that is the result entirely or partially of a manner of processing, storage, cultivation, growing, production, construction, or manufacturing (partially) prescribed by Purchaser or if it was caused entirely or partially by a supplier, advisor, sub-contractor, or helper prescribed by the Purchaser.
- 10.8 Not covered by the warranty, besides, are such defects as can be completely or partially traced back to:
 - a. inexpert handling by the Purchaser;

- b. incorrect storage by the Purchaser with the result that the delivered matters are exposed, for example, to the impact of humidity, pollution, mould, aridity, light, high and low temperatures, shocks and vibrations or too lengthy storage;
- c. customary loss/wear through normal usage;
- d. usage, adaptation or processing of the delivered matters otherwise than in accordance with the guidelines and specifications provided with the delivered matters or otherwise than in accordance with the purpose the goods were delivered for;
- e. compliance with any government regulation;
- f. a variation regarding size, weight, and quantity within a tolerance upwards and downwards of 5%;
- g. minor deviations in colour or decoration.

10.9 During the period when Purchaser is in default in the matter of any obligation towards Atana, Atana is not obliged to provide any form of warranty.

Article 11 Complaints

- 11.1 Any possible complaints that are related to visible defects or shortcomings or with such as can be controlled in an easy manner must be reported by Purchaser to Atana immediately upon delivery of the Performance in writing. An appeal to imperfections or shortcomings cannot be charged to Atana at a later stage.
- 11.2 Purchaser must report all other complaints within 48 hours after he has identified or could reasonably have identified any possible imperfections or shortcomings, though in any event no later than within the expiry term from article 20 of these General Conditions, after delivery of the Performance, to Atana in writing. For deliveries of a Performance on Saturdays, in derogation to the claim term mentioned in the first full sentence of this article, a term of 72 hours applies.
- 11.3 The afore-intended report must contain a description of the complaint with the greatest possible detail, so that Atana is able to respond adequately and, if necessary, to have matters investigated. In case such a report fails to be made, Purchaser is considered to have approved the delivered Performance.
- 11.4 In any event, the assessment of whether the Product corresponds with what was established, will take place against the condition in which the Product was at the time of delivery.
- The Product about which the complaint was made by Purchaser must be kept carefully, unused, and unprocessed by Purchaser in a place suitable for this and must be provided to Atana or to a third party to be designated by Atana for further

investigation upon first request of Atana. All costs incurred of the investigation conducted by Atana or by a third party designated by Atana are borne by Purchaser, if and to the extent the complaints turn out to be unfounded.

- 11.5 If Purchaser files complaint with due regard for this article and it turns out his complaint regards a shortcoming that can be attributed to Atana, Atana will, at its own option:
- a. either proceed with restoral of the Performance;
 - b. or replace the relevant Product, after which the Product to be replaced remains/becomes the property of Atana;
 - c. grant a pro rata reduction on the Price.

Purchaser must grant Atana a reasonable term to such effect.

- 11.6 A report that the Product does not correspond with the Agreement is no longer possible if Purchaser or a third party proceeds with the consumption, processing, or resale of the delivered Product.
- 11.7 After the report is made in the matter of an identified imperfection or shortcoming, Purchaser is under the obligation to do everything that is possible to mitigate and keep to a minimum the damage for himself, Atana and/or a third party.
- 11.8 Not considered a shortcoming or imperfection in the sense of this article will be a shortcoming or imperfection arisen due to normal wear, or due to Purchaser, or a third party deployed by him, having conducted:
- a. inexpert or careless use/maintenance/repair activities;
 - b. modifications without the consent of Atana;
 - c. actions in violation of safety standards which may or may not have been imposed by the authorities.
- 11.9 Complaints do not suspend the payment obligation of Purchaser in any manner.
- 11.10 Purchaser is subject to the burden of proof regarding the Performance not corresponding with the Agreement.
- 11.11 Purchaser cannot derive any rights from what is mentioned in this article if and to the extent he falls short towards Atana with the fulfilment of his obligations.
- 11.12 Complaints about invoices must be reported by the Purchaser within seven days after invoice date to Atana in writing.

11.13 Any action on grounds of this article lapses if Purchaser is not or not entirely compliant with what is stipulated here, following which Purchaser is deemed to have accepted the Performance as sound in all respects.

Article 12 Liability

12.1 Even though Atana dedicates the greatest care to the delivered Performance, the absence of any possible shortcomings cannot be guaranteed. Purchaser will not hold accountable Atana in any manner for any possible shortcomings in the Performance or for the use by Purchaser of the delivered Product. Atana only accepts obligations for the compensation of damage to the extent it is evinced by the present article.

12.2 The total liability of Atana on account of an attributable shortcoming in the undertaking to deliver any Performance is limited to the compensation of direct damage, up to a maximum amount of the Price stipulated for that Performance (excl. sales tax). If the Agreement is (mainly) a continuing performance agreement with a term of over one year, then the amount intended for it is set at the fee (excl. sales tax) stipulated for one year. In all cases, the lowest amount that is established based on the aforementioned limitations must be considered the maximum damage amount to be compensated by Atana. By direct damage in the sense of this article, to the extent Purchaser demonstrates such damage, is exclusively intended:

- a. the reasonable costs incurred to determine the cause and extent of the damage, to the extent the determination regards direct damage in the sense of this article;
- b. the reasonable costs that Purchaser has incurred to render the Performance of Atana compliant with the concluded Agreement, if and to the extent Purchaser has first of all made use of the options mentioned in articles 10 and 11 of these General Conditions;
- c. the reasonable costs incurred to prevent or mitigate damage, to the extent Purchaser demonstrates that these costs have led to the limitation of direct damage in the sense of this article.

12.3 Excluded from the liability of Atana is indirect damage, thereby including consequential damage, loss of profit, missed savings, damage due to operational stagnation and any other damage than what is intended in section 2 and section 3 of this article.

12.4 Atana is not liable for any damage flowing from the revocation of an Offer.

- 12.5 Atana is not liable for any damage incurred by Purchaser or any third party, of whatever nature and arisen through whatever cause, that is the consequence of the incorrect and/or inexpert use by Purchaser or any third party of the Product delivered by Atana.
- 12.6 Atana is not liable for the damage incurred by Purchaser that was caused by third parties, which damage is connected with or the result of goods or services provided to Purchaser by others than Atana, or agreements concluded by Purchaser with these third parties, even if these third parties were designated as supplier by Atana.
- 12.7 Outside the cases mentioned in section 2 and section 3 of this article, Atana is not liable in any manner for damage, unless it has arisen as a result of the wilful intent or deliberate recklessness on the part of Atana and it is limited in such case to the specified damage items as intended in section 2 and section 3 of this article, regardless of the grounds on which an action for compensation of such damage is based.
- 12.8 Purchaser can only invoke any right to compensation of damage after he has filed complaint in accordance with article 11 of these General Conditions and he has, to the extent necessary – under stipulation of a reasonable term – has declared the default of Atana in writing and Atana continues, also after expiry of that term, to fall short.
- 12.9 Purchaser is aware that use of the internet and e-mail entails risks in the field of the content and security of data. Also in view of these risks, Atana is not liable for damage flowing from or related to:
- a. the impairment of the data that are digitally or electro-magnetically transmitted and/or stored;
 - b. the disturbance, disappearance, or disclosure of confidential and/or valuable information.
- 12.10 A series of interrelated damage-causing events counts for the application of this article as a single event.

Article 13 Safeguard

- 13.1 Purchaser safeguards Atana against all claims for compensation of damage by third parties to the extent such damage is the result of the Purchaser not, not properly, or not completely complying with the Agreement, these General Conditions, or specific regulations, or of the Purchaser not sufficiently informing third-party users in case of the use of the Product, or of the illegitimate provision of information or data by Purchaser not deriving from Atana. In such cases, Purchaser is obligated to reimburse

all damage that Atana incurs. Purchaser will, where possible, stipulate a corresponding safeguard in his agreements with third parties for the benefit of Atana.

Article 14 Force majeure

- 14.1 By force majeure are intended all causes that prevent the (further) fulfilment of the obligations of Atana from the Agreement, whether foreseen or unforeseen and/or that cannot be attributed to Atana and/or are of such a nature that compliance cannot reasonably be demanded from Atana. Therein are included in any case, though not exclusively, negligence and shortcomings by or at suppliers and/or contractors of Atana, illness and/or strikes on the part of staff of Atana and/or Purchaser and/or third parties involved in the implementation of the Agreement, government measures or regulations including export or import or transit prohibitions, climatological circumstances, special soil conditions, frost, (threat of) war, (threat of) terrorism, rioting, act of God, fire, flooding, earthquake, and the falling short by third parties in fulfilling their obligations.
- 14.2 In case of force majeure, regardless of the moment it arises, Atana is authorised to suspend the implementation of the Agreement and/or to rescind it (directly). If, as a result of force majeure, the suspension lasts for more than 6 (six) months, then Purchaser is authorised to give Atana the choice to either still proceed with the implementation of the Agreement, or to rescind the Agreement. If the force majeure only prevents the implementation of the Agreement in part, then Purchaser is only authorised to rescind the Agreement for that part. In case of (partial) rescission, no annulment provisions or obligations to compensate damage arise for Atana.
- 14.3 If Atana suspends compliance with its obligations, it retains its claims as they result from the law and/or the Agreement.
- 14.4 If Atana rescinds the Agreement on account of force majeure, Atana has the right to issue invoice to the extent at the time the force majeure entered into effect, the Agreement had already been implemented. This includes in any case all costs that have already been incurred at such time in the context of the implementation of the Agreement. Purchaser is obligated to settle such invoice as if it regarded a separate Agreement.

Article 15 Suspension/rescission/setoffs

- 15.1 Besides the situations of force majeure as intended in article 14 of these General Conditions, Atana is authorised to suspend the fulfilment of its undertakings from the Agreement if Purchaser has not upheld any exigible undertaking vis-à-vis Atana or if

Atana can reasonably expect that Purchaser will not comply with his undertaking(s) vis-à-vis Atana. In those cases, Atana will not be held to pay any compensation of damage to Purchaser.

- 15.2 Purchaser is not authorised to suspend the fulfilment of his obligations from the Agreement vis-à-vis Atana.
- 15.3 Atana is authorised to rescind the Agreement with immediate effect by way of written notification to Purchaser if one and/or several of the circumstances mentioned in article 5.6 of these General Conditions occur(s).
- 15.4 In all cases in which Purchaser must seriously take into account the possibility of being unable to fulfil his obligations vis-à-vis Atana, he must immediately inform the latter accordingly. In such case, Atana is also authorised to rescind the Agreement in the manner as established in section 3 of this article.
- 15.5 In other situations than those specified under section 3 of this article, the Agreement can only be terminated by mutual consent.
- 15.6 Rescission does not lead to annulment provisions. In derogation to the preceding, rescission entails that:
 - a. Purchaser falls into default with immediate effect and all claims of Atana become immediately exigible;
 - b. All property of Atana must be immediately returned.
- 15.7 Atana is authorised at all times to set off any debt on its part to Purchaser against a claim of it on Purchaser, after notifying Purchaser to such effect. Purchaser waives the right to set off a debt to Atana against a claim on Atana.

Article 16 Non-disclosure and rights of intellectual property

- 16.1 Purchaser commits himself not to disclose in any manner anything that comes to his knowledge upon the implementation of the Agreement and the confidential nature of which he is aware of or can reasonably suspect – whereby is also included through social media channels – or to use such for own purposes, except to the extent any legal requirement or court ruling compels disclosure, or such is required for the judicial protection of his rights, or it is necessary for the implementation of the Agreement.
- 16.2 Purchaser commits himself to establish this non-disclosure obligation, as stipulated in section 1 of this article, with the persons operating for him or on his behalf or with third parties deployed by them or Purchaser.

- 16.3 Parties are obligated to maintain the secrecy of all confidential information that they have received from each other or from another source in the context of the Agreement. Information counts as confidential if such was communicated by the party providing the information or if such flows from the nature of the information.
- 16.4 Atana has the right in the event of the violation of the preceding sections by Purchaser and/or the persons working for him and/or the third parties deployed by him, to suspend the implementation of the Agreement or to rescind it in conformity with what is described in article 15.3 of these General Conditions.
- 16.5 In case of violation of the obligations mentioned in section 1 and section 2 of this article by Purchaser as well as in case of non-observance by Purchaser of the rights of Atana as intended in section 6, 8, 9, and 10 of this article, Purchaser instantly forfeits a fine of 5 % to Atana of the Price established between Purchaser and Atana with regard to the Performance, per day, that is, or a part thereof, that the violation continues.
- 16.6 Atana reserves itself all rights of intellectual and industrial property, also including, though not limited to, copyrights (for instance to text fragments of Atana), brand rights (for instance to the brand Atana), patent rights (for example to technical inventions of Atana), databank rights (for example to the databank with data of recipes of Atana), model rights (for example to advertising displays of Atana), trade name rights (for example to the trade name Atana), as well as the rights to know-how (for example to the manner of cultivation of micro-ingredients by Atana). Thereby are included, e.g., (domain) names, imagery, models/drawings, logos, colour combinations, sales-promotional texts, slogans, computer programs, system designs, work methods, advice, (model) contracts, and all social media accounts that have been created for the benefit of/by Atana and/or Purchaser including the name Atana (or another brand or formula name of Atana). All matters in the widest sense of the term.
- 16.7 All (claims on) intellectual property rights regarding any result flowing from the Agreement lies with Atana, unless expressly established otherwise in writing. To the extent necessary, Purchaser transfers these (claims on) IP-rights to Atana for naught. To the extent such a transfer is not effectuated by these General Conditions, Purchaser will collaborate upon first request with the realisation of this transfer free of charges.
- 16.8 By result as intended in this article 16 must be understood everything that is realised in the context of the Agreement, regardless of whether Purchaser thereby makes use of any contribution of Atana and/or third parties.
- 16.9 To the extent possible, Purchaser waives any possible personality rights to the works subject to copyright realised in the context of the Agreement.

- 16.10 Unless established otherwise in writing, Purchaser does not retain or obtain any rights of use with regard to any result of the Agreement.
- 16.11 Atana expressly reserves itself the copyright with regard to all works rendered public in the context of the Agreement to Purchaser. Purchaser acknowledges this reserve.
- 16.12 Purchaser safeguards Atana and completely indemnifies Atana in the matter of any third-party claim on grounds of an (alleged) violation of rights of intellectual or industrial property as a result of the use by Atana of forms, models, moulds, designs, or other information or products provided by the Purchaser or as a result of the storage or delivery by Atana of the products manufactured (also) according to those data, forms, models, moulds, or designs.

Article 17 Privacy

- 17.1 Such personal data of Purchaser and/or third parties as are provided by Purchaser to Atana and are necessary in the context of the implementation of the Agreement, are processed by Atana, in accordance with the General Data Protection Regulation, in an appropriate and diligent manner, in a manner that is proportionate and subsidiary to the purpose of collection as result from the Agreement.
- 17.2 Personal data are not provided to third parties, unless such is necessary on grounds of the implementation of the Agreement, or on grounds of a court ruling or of legislation or regulations, or if Atana is asked by the authorities to provide personal data of Purchaser.

Article 18 Contract handover

- 18.1 Atana has the right at all times to transfer all his rights and obligations, or a part thereof, related to or flowing from (the implementation of) the Agreement to a third party. Purchaser hereby already grants permission in advance for such a transfer of debt or of contract. Purchaser only has the right to transfer to third parties after Atana has granted its express prior written consent to such effect.

Article 19 Samples and models

- 19.1 Samples, models, and examples that are shown and/or provided to Purchaser by or on behalf of Atana only serve as examples. This only is otherwise if it is expressly established in writing that the Product to be delivered will be equal to it.
- 19.2 To the extent applicable, the costs of samples, models and/or examples (also including administration, packaging, and shipping costs) are borne by Purchaser.
- 19.3 Atana is authorised to deliver a Product that deviates from the samples, models and/or examples as mentioned in section 1 of this article, if it regards modifications to the Product to be delivered, to the packaging, or the associated documentation, as are required to comply with the applicable legal regulations or if it regards minor modifications of the Product that entail an improvement.

Article 20 Lapsing of rights

- 20.1 Any claim vis-a-vis Atana that is related – in whatever manner – to or results from the implementation of the Agreement lapses in any event through the expiry of one year, unless another term applies in the field of mandatory law, counted from the day of delivery of the Performance.

Article 21 Conversion

- 21.1 If and to the extent on grounds of reason and fairness or the unreasonably burdening character thereof any provision of the Agreement cannot be appealed to, the relevant provision assumes in any event a meaning that is corresponding as much as possible as regards substance and tenor, so that an appeal to it can nevertheless be made.

Article 22 Survival

- 22.1 The provisions from the Agreement the express or tacit intention whereof is to remain in effect after termination of the present assignment as well, will remain in force afterwards and continue to bind parties.

Article 23 Conflicting clauses/precedence

- 23.1 In the event that these General Conditions and the Agreement contain mutually conflicting conditions, the conditions included in the Agreement prevail.

Article 24 Applicable law and competent court

- 24.1 To the Agreement and the legal relationships resulting from and/or related to such between Parties, Netherlands legislation is applicable.
- 24.2 The Vienna Commercial Convention (CISG) is not applicable.
- 24.3 Unless Parties establish otherwise in writing, all disputes between them will be settled by the competent court of law of Gelderland, seat of Arnhem.