

Article 1. Definitions and applicability

- a. In these terms and conditions, the 'user' is understood to be the limited liability company Inglasco Fire Systems B.V. based in Rotterdam, while the counterparty is a natural or legal person who has some sort of relationship with the user (contractual, pre-contractual or post-contractual), or is in negotiation with the user to this end, and/or has either explicitly or tacitly accepted the application of these terms and conditions.
- b. These terms and conditions are applicable to all offers done by the user to the counterparty and to all contractual negotiations or contracts entered into by the user and the counterparty relating to the execution of work, delivery of supplies and/or services, regardless of what they are (being) called and whatever their legal basis, to the exclusion of any other terms and conditions.
- c. Any deviations from these terms and conditions are only binding after explicit written confirmation by the user and apply only on a case by case basis. Should a deviation be made from a part of the terms and conditions, the remaining clauses will remain fully effective. Should a court or (an) other authorized body pronounce legal or binding judgment upon one or more of the articles in these terms and conditions declaring it or them to be invalid, the other provisions of the terms and conditions will remain fully effective. The possible inapplicability of (part of) a provision in the contract and/or these general terms and conditions will not affect the validity of the remaining provisions of the contract and/or these terms and conditions. The annulled part will be deemed to be substituted by what in a legally permissible way most closely resembles what parties would have agreed had they been aware of the grounds for inapplicability.
- d. These terms and conditions will always prevail over those of the counterparty. This is also true if the terms and conditions of the counterparty include a condition similar to that cited in the previous sentence (of these terms and conditions).
- e. By requesting an offer from, or accepting an offer by the user, placing an order with the user and/ or commissioning the user, the counterparty distances himself from his or her own general – or other – terms and conditions and accepts the applicability of the terms and conditions of the user.
- f. Publication of these terms and conditions can occur in a variety of ways, among which, although not exclusively, by citing them on the reverse side of letter paper, on confirmations of commissions or on internet.
- g. All rights and claims stipulated in these terms and conditions, and in any further contracts on behalf of the user, are deemed to be stipulated also on behalf of any intermediaries and other third parties the user engages, including group companies.

Article 2. Offers

- a. All offers by the user are made without engagement; the user explicitly retains the right to change his/her prices, in particular (although not exclusively) if he/she must do so as a result of legal regulations.
- b. If the counterparty accepts an offer without engagement, the user has the right to withdraw it within five days of its acceptance as a result of which no contract is concluded.
- c. The user's offers are based on execution of the contract taking place under normal circumstances and during normal working hours.
- d. The user's offers are based upon the data provided by the counterparty, whether through a third party or not, regarding the composition of the soil to be cleaned or researched, the amount of soil to be cleaned and the nature and concentration of the polluting substances (occurring) in the soil. The counterparty vouches for the correctness of the data he or she has supplied.
- e. Commissions by and acceptance of offers by the counterparty are irrevocable.

Article 3. Acceptance

- a. Contracts between the user and counterparty come into effect when an irrevocable offer is accepted by the counterparty within the stipulated time, when an offer without engagement is accepted by the counterparty and is not withdrawn by the user, or when an offer by the counterparty is explicitly accepted by the user.
- b. Proof of the explicit acceptance of an offer by the user is evidenced either by his or her written confirmation or by his/her commencement of the execution of the contract.
- c. Only the user's management and those who according to the Commercial Register have the power of attorney on behalf of the user are authorised to enter into legally binding contracts for the user.

Article 4. Prices and risk scheme

- a. All prices are exclusive of any taxes relating to the contract, among which VAT, unless otherwise agreed in writing. The user cannot be held to price statements which are clearly incorrect, for example those resulting from an obvious misprint or typo. No rights can be derived from incorrect price information.
- b. Prices accompanying the offer are based upon the factors which determine costs at that moment in time. If, between offer and completion of the work, the prices of raw materials, tools, wages, National Insurance contributions (Social Security premiums), taxes and or other cost factors change – even if these could have been anticipated – the user is entitled to request an adjustment of the price agreed upon in accordance with these changes.

Article 5. Additional or less work

- a. The user is entitled to charge the counterparty for additional work done and is obliged to deduct any less work from the agreed price.
- b. 'Additional work' is the execution of work and/or supply of goods above beyond that which has been agreed contractually, in terms of hours of labour, supply of goods and surcharges, insofar as this additional work is the result of:
 - i. A written or oral request by or on behalf of the counterparty for a change in the original contract;
 - ii. A necessary alteration to the operating procedure cited in the contract;
 - iii. Circumstances which could not reasonably have been foreseen by the user when entering into the contract;
 - iv. The counterparty not providing all the correct and/or complete and relevant information regarding, for example, the amount of soil to be cleaned and/or concentrations of polluting materials (found) in the soil when he or she entered into the contract with the user;
 - v. Altered (national or local) governmental regulations
- c. Less work is understood to be a reduction in the number of hours required for execution of work and/or reduction in the delivery of items resulting from a written or oral request by the counterparty for a change in the original contract.
- d. In the event of less work, the user may charge the counterparty for the profit included in these contract reductions, etc.

Article 6. Execution of contract by third parties

- a. The user has the right to engage third parties in the execution of the contract, either for part or all of the work, under conditions stipulated by the user.
- b. If a specific subcontractor must be engaged by, or on behalf of, the counterparty, the latter is expected to know the conditions employed by the subcontractor and to have accepted these.

Article 7. Delivery and transfer of ownership

- a. Unless explicitly agreed, cited delivery times are indicative only and cannot be regarded as strict deadlines. If delivery is overdue, the user must be given written notice of default.
- b. Delivery time will commence when the contract comes into effect, the user has received all of the information he/she requires from the counterparty, and after receipt by the user of the agreed price or advance payment.
- c. Delivery time is based upon the circumstances known to the user upon entering into the contract and on normal delivery times of required items by third parties. If through no fault of the user, a delay occurs as a result of a change in circumstances or through late delivery of said items by third parties, then lead time will be extended if required.
- d. The agreed goods or services are considered to have been delivered when the items or services are offered to the counterparty for the first time.
- e. If the items still have not been accepted by the counterparty after the delivery date has expired, or if they cannot be dealt with in the agreed work, (then) the user will retain these and will store them at the expense and risk of the counterparty.
- f. Any excess of delivery times does not entitle the counterparty to partially or wholly dissolve the contract and never leads to damages except where there is intent or gross negligence on the part of the user.
- g. Exceeding of delivery times does not entitle the counterparty, without court authorisation, to execute the contract, or it executed, at the expense of the user.
- h. Goods supplied by the user remain the property of the user until the counterparty fulfils all of the obligations stipulated in the contract he/she has entered into with the user.
 - The consideration with regard to the goods supplied or to be delivered;
 - The consideration with regard to the services provided by or to be provided by the user in accordance with the contract.
 - Any claims resulting from the counterparty's failure to comply with the contract or contracts.

Article 8. Force majeure

- a. If force majeure precludes execution of the contract or makes its execution extremely problematic, the user is entitled to choose between partially or wholly terminating the contract (or having it terminated) or suspending it for the duration of the impediment without legal intervention.
- b. In these terms and conditions, force majeure is defined as any circumstance or event which through no fault of the user prevents him from fulfilling his (contractual) obligations either partially or wholly or on the grounds of which fulfillment cannot reasonably be expected (any longer).
- c. In these terms and conditions, circumstances of force majeure include: war, threat of war, insurrection, molestation, fire, water damage, natural phenomena, flooding, strikes, occupation, import and export impediments, government action, engine breakage, electricity failures, business failures, force majeure on suppliers as well as circumstances in which suppliers prevent the user from fulfilling the obligations of his/her contractual obligations.
- d. The counterparty cannot derive any right to damages from the termination or suspension of the execution of the contract resulting from force majeure.
- e. Suspension, alteration or termination of the contract on the basis of force majeure does not release the counterparty of his/her obligation to pay the user for that which the user has delivered and/or executed prior to the moment of force majeure.

Article 9. Drawings and designs

- a. All designs, drawings, calculations, sketches, schemes, models, samples and such provided to the counterparty by the user in the context of the execution of the contract remain the (intellectual) property of the user. The user is not entitled to use this information for third parties. In accordance with these terms and conditions, any rights the counterparty may have are transferred to the user; the transfer of these rights is accepted by the user immediately after they come into being.
- b. Insofar as the transfer of such rights requires a deed (of transfer), the counterparty hereby irrevocably authorizes the user to draw up and sign the required deed on behalf of both parties, without prejudice to the counterparty's obligation to cooperate in transferring such rights on demand of the user, (and) without stipulating any conditions. Any costs associated with establishing certain intellectual (property) rights are payable by the user. The counterparty hereby irrevocably authorizes the user to register the transfer of these intellectual (property) rights with the appropriate registers.
- c. (With respect to the user) the counterparty hereby distances himself vis-à-vis the user from all (so-called moral rights he/she may be entitled to (in the sense of article 25 of the *Auteurswet* = Dutch Copyright Act), to the extent to which the applicable regulations allow such distancing. The counterparty, who is authorized to do this on behalf of his/her personnel, also surrenders all the moral rights said personnel may have to the extent to which the applicable regulations allow this. In the event of a dispute between parties regarding the ownership of data carriers (or intellectual property rights respectively), it will be assumed that ownership lies with the user until proof to the contrary has been provided by the counterparty.
- d. The counterparty vouches that the information provided by him/her or to be provided by him/her is timely, complete, up-to-date and correct. The user is not liable for inaccuracies in designs, calculations, drawings and other information or information carriers supplied by or on behalf of the counterparty to the user in the context of the contract.
- e. The user is not obliged to examine the accuracy of the designs, calculations, drawings, and information or information carriers supplied by or on behalf of the counterparty. The user may depend upon the correctness of the above.
- f. The counterparty indemnifies the user from claims by third parties relating to inaccuracies in the information supplied to the user by the counterparty.
- g. The user retains the ownership and copyright to the designs, drawings, samples, models and such made or commissioned by him/her; these may not be used by the counterparty nor reproduced or shown to any third party. The counterparty must return these designs, calculations, drawings, samples, models and such to the user on demand.

Article 10. Mode of operation

- a. The user is obliged to execute the work in complete accordance with the provisions of the contract. If during the execution of the contract it becomes clear that, for reasons unrelated to the user, an adequate execution can only take place in a modified form, the user is obliged to notify the counterparty immediately of the changes he/she deems necessary and to carry these out after consultation with the counterparty.
- b. Regarding activities to be carried out on location, the counterparty will ensure that the properties to be entered are always accessible to the user. The user is not liable for damage to the counterparty's property, whatever its cause, or to third parties during or in the context of the execution of his/her activities on location. The counterparty will indemnify the user for all claims by third parties with respect to the above-cited damage.
- c. The counterparty will bear the costs of the adequate infrastructural facilities for the delivery, storage and/or removal of materials, as well as that of raw materials should the user feel that this is required to execute the work. The counterparty will furthermore bear the costs of providing the user with electricity for his/her machines, lighting, heating, gas, compressed air, water and any other energy that may be required for the execution of his/her the contract.
- d. Should the counterparty retain the right to deliver certain materials him/herself and/or reserve the right to have part of the work or activities related to it executed by others than the user, the counterparty is liable vis-à-vis the user for any damages resulting from tardy delivery or tardy execution.

Article 11. Guarantees and liability

- a. The user accepts no liability nor gives any guarantees other than those he/she has agreed to contractually in writing at the time this contract was drawn up.
- b. The user never accepts any responsibility for activities carried out under the direction of the counterparty or third parties. The user is not liable vis-à-vis the counterparty for any direct or indirect damage resulting from the execution of the contract or activities related to it, except where there is intent or gross negligence and in case of the above.
- c. The above-cited limitation of the user's liability also applies to his/her personnel and to third parties he/she has engaged for the execution of the contracted work.
- d. Notwithstanding the provisions cited above, the user's liability, as well as those of his/her personnel and/or any third parties he/she has engaged, will always be limited to, at most, the net fee cited in the invoice relating to the contract involved, insofar as the counterparty has already paid the user this amount. Furthermore, the user's liability is limited to the amount that the user's insurer pays out for the case involved.
- e. The user is not liable for consequential damage, indirect damage and damage resulting from loss of turnover and profits.
- f. Should the user, his/her personnel and or third parties engaged by the user be sued, the counterparty will fully indemnify the user and his/her personnel and the third parties he/she has engaged and compensate them for anything they must pay to third parties.

Article 12. Completion

- a. The contracted work is considered completed when the user has informed the counterparty of its completion in writing.
- b. If within 10 days after receiving the user's written communication the counterparty does not lodge a complaint with the user regarding the contracted work, nor lets the user know in writing that he/she wishes to check the work, then the work will be considered to be accepted by the counterparty.

Article 13. Payment

- a. Payment of delivered items and/or work executed, whether or not done within the agreed deadlines, must take place within the terms of payment agreed upon, but in any case within 30 days after the invoice date without reduction, postponement or settlement.
- b. Payments are only valid if they have been carried out as indicated by the user.
- c. Payments made by the counterparty will first be applied to settle all interest payable and costs and subsequently those invoice amounts which have been outstanding for the longest period, even though the counterparty has stated that the payment relates to later invoices.
- d. In case of an overdue payment, the counterparty is obliged, without having been given notice of default, to pay a compound interest of 2% per month or part of the month for each month or part of it that the term of payment has elapsed. If on the 31st of December of a given year an interest amount is outstanding, (then) this amount will be added to the principal (amount outstanding) and become interest-bearing.
- e. In the above-cited cases the user is entitled to suspend performance of the (contractual) obligation until the amount due, augmented by any interest and costs, has been received.
- f. Payments made by the counterparty will first be applied to settle costs and interest owed (in this order) and subsequently to settle principals, with older amounts being settled before newer ones.

Article 14. Security deposit

- a. The user is always entitled to require cash payments for items and/or execution of work.
- b. If the user requires this, the counterparty is obliged either to pay the purchase price and/or the agreed price for the execution of the work in advance in total or in part or to provide the user with a security deposit according to the user's needs.
- c. Should the user obtain clear indications that the counterparty's creditworthiness has diminished, (then) he/she is entitled to suspend performance of the (contractual) obligation whereas the purchase price for that which has been delivered is immediately due and payable (by the counterparty), unless the counterparty has provided the user with a security deposit for the purchase price in time.

Article 15. Overdue payment

- a. In addition to the amount due, augmented by the interest owed pursuant to these terms and conditions, the user is entitled to requisition all costs resulting from the counterparty's failure to pay or (due to) late payment, including judicial and extrajudicial collection costs.

- b. Extrajudicial collection costs are payable without advance notice of default. The costs of extrajudicial collection are at least 15% (fifteen per cent) of the outstanding principal, without prejudice to the user's right to requisition the actual extrajudicial collection costs. The user is not obliged to prove either that or to what extent he/she has actually incurred the extrajudicial collection costs.
- c. Should the user petition for the counterparty's bankruptcy, then in addition to the amount owed and the judicial and extrajudicial costs related to it, the counterparty will also be obliged to pay the costs of the bankruptcy petition.
- d. Failure to settle the overdue payment makes the entire debt, including the portion which is not yet due, immediately due and payable.

Article 16. Non-compliance

- a. If the counterparty does not fulfil, is overdue or does not sufficiently fulfil the obligations ensuing from this contract; in case of his/her bankruptcy or suspension of payments, liquidation or closing down of his/her company; and/or in the case of applicability of statutory debt adjustment (*Wet Schuldsanering Natuurlijke Personen (WSNP)* = Debt Rescheduling (Natural Persons) Act, (then) the counterparty is considered to be in default by operation of law and the user is without any further notice of default authorized, without legal intervention to:
 - annul or to have the contract annulled either completely or in part; the user need pay no damages nor is he/she bound to guarantees or any other obligation, and/or
 - to suspend the execution of his obligations vis-à-vis the counterparty.
- b. All of this is without prejudice to the user's right to compensation for damages, costs and interest by the counterparty.

Article 17. Insurance

- a. The counterparty vouches that he/she is sufficiently insured and that he/she will continue to insure himself/herself at his/her own risk and expense against all relevant risk throughout the execution of the contract.
- b. The counterparty will grant the user inspection of the insurance policies and proof of payment of premiums on demand. The counter party will not, without prior written consent of the user, alter the insurance contract(s) or the conditions under which these were entered into. Nor will the counterparty alter the amount insured to the disadvantage of the user without the user's approval.
- c. The counterparty will assign to the user all claims to benefits from insurance proceeds in advance, as intended in the first paragraph of this article and insofar as they relate to damages for which the counterparty is liable towards the user on the basis of this contract. Insurance proceeds paid directly to the user by the insurance companies will be deducted from the damages the counterparty owes the user for the insured incident.

Article 18. Non-competition

- a. During (the) execution of the contract and within one year after conclusion thereof, the counterparty will not hire the user's personnel nor will he/she negotiate commencement of employment with them without the prior written consent of the user under penalty of an amount not subject to judicial mitigation of € 50,000 (fifty thousand Euros) notwithstanding the user's right to claim compensation for any damage he/she may suffer.

Article 19. Disputes

- a. All legal relations between parties are governed exclusively by Dutch law.
- b. The provisions of the Vienna Sales Convention are not applicable, nor are any other existing or future regulations relating to moveable tangible property the operation of which can be excluded by parties.
- c. Disputes arising between parties which fall under the jurisdiction of the Civil Law Department of a District Court (*procureurszaken* = local counsel cases) will in first instance be resolved exclusively by the District Court of Rotterdam, unless the user prefers to bring the case before the (District) Court of the district where the counterparty lives or where his/her business is located, or (if) parties agree to another form of dispute resolution.
- d. The case will be conducted in Dutch.

General Terms and Conditions used by **Inglasco Instruments B.V.**, based in Rotterdam, trade registry number 24413561.

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- i. These terms and conditions are applicable to all offers done by the user to the counterparty and to all contractual negotiations or contracts entered into by the user and the counterparty relating to the execution of work, delivery of supplies and/or services, regardless of what they are (being) called and whatever their legal basis, to the exclusion of any other terms and conditions.
- j. Any deviations from these terms and conditions are only binding after explicit written confirmation by the user and apply only on a case by case basis. Should a deviation be made from a part of the terms and conditions, the remaining clauses will remain fully effective. Should a court or (an) other authorized body pronounce legal or binding judgment upon one or more of the articles in these terms and conditions declaring it or them to be invalid, the other provisions of the terms and conditions will remain fully effective. The possible inapplicability of (part of) a provision in the contract and/or these general terms and conditions will not affect the validity of the remaining provisions of the contract and/or these terms and conditions. The annulled part will be deemed to be substituted by what in a legally permissible way most closely resembles what parties would have agreed had they been aware of the grounds for inapplicability.
- k. These terms and conditions will always prevail over those of the counterparty. This is also true if the terms and conditions of the counterparty include a condition similar to that cited in the previous sentence (of these terms and conditions).
- l. By requesting an offer from, or accepting an offer by the user, placing an order with the user and/or commissioning the user, the counterparty distances himself from his or her own general – or other – terms and conditions and accepts the applicability of the terms and conditions of the user.
- m. Publication of these terms and conditions can occur in a variety of ways, among which, although not exclusively, by citing them on the reverse side of letter paper, on confirmations of commissions or on internet.
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- f. All offers by the user are made without engagement; the user explicitly retains the right to change his/her prices, in particular (although not exclusively) if he/she must do so as a result of legal regulations.
- g. If the counterparty accepts an offer without engagement, the user has the right to withdraw it within five days of its acceptance as a result of which no contract is concluded.
- h. The user's offers are based on execution of the contract taking place under normal circumstances and during normal working hours.
- i. The user's offers are based upon the data provided by the counterparty, whether through a third party or not, regarding the composition of the soil to be cleaned or researched, the amount of soil to be cleaned and the nature and concentration of the polluting substances (occurring) in the soil. The counterparty vouches for the correctness of the data he or she has supplied.
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- e. Proof of the explicit acceptance of an offer by the user is evidenced either by his or her written confirmation or by his/her commencement of the execution of the contract.
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 - i. A written or oral request by or on behalf of the counterparty for a change in the original contract;
 - ii. A necessary alteration to the operating procedure cited in the contract;
 - iii. Circumstances which could not reasonably have been foreseen by the user when entering into the contract;

- iv. The counterparty not providing all the correct and/or complete and relevant information regarding, for example, the amount of soil to be cleaned and/or concentrations of polluting materials (found) in the soil when he or she entered into the contract with the user;
 - v. Altered (national or local) governmental regulations
- g. Less work is understood to be a reduction in the number of hours required for execution of work and/or reduction in the delivery of items resulting from a written or oral request by the counterparty for a change in the original contract.
 - h. In the event of less work, the user may charge the counterparty for the profit included in these contract reductions, etc.

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- l. The agreed goods or services are considered to have been delivered when the items or services are offered to the counterparty for the first time.
- m. If the items still have not been accepted by the counterparty after the delivery date has expired, or if they cannot be dealt with in the agreed work, (then) the user will retain these and will store them at the expense and risk of the counterparty.
- n. Any excess of delivery times does not entitle the counterparty to partially or wholly dissolve the contract and never leads to damages except where there is intent or gross negligence on the part of the user.
- o. Exceeding of delivery times does not entitle the counterparty, without court authorisation, to execute the contract, or it executed, at the expense of the user.
- p. Goods supplied by the user remain the property of the user until the counterparty fulfils all of the obligations stipulated in the contract he/she has entered into with the user.
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- f. If force majeure precludes execution of the contract or makes its execution extremely problematic, the user is entitled to choose between partially or wholly terminating the contract (or having it terminated) or suspending it for the duration of the impediment without legal intervention.
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- h. In these terms and conditions, circumstances of force majeure include: war, threat of war, insurrection, molestation, fire, water damage, natural phenomena, flooding, strikes, occupation, import and export impediments, government action, engine breakage, electricity failures, business failures, force majeure on suppliers as well as circumstances in which suppliers prevent the user from fulfilling the obligations of his/her contractual obligations.
- i. The counterparty cannot derive any right to damages from the termination or suspension of the execution of the contract resulting from force majeure.
- j. Suspension, alteration or termination of the contract on the basis of force majeure does not release the counterparty of his/her obligation to pay the user for that which the user has delivered and/or executed prior to the moment of force majeure.

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- h. All designs, drawings, calculations, sketches, schemes, models, samples and such provided to the counterparty by the user in the context of the execution of the contract remain the (intellectual) property of the user. The user is not entitled to use this information for third parties. In accordance with these terms and conditions, any rights the counterparty may have are transferred to the user; the transfer of these rights is accepted by the user immediately after they come into being.
- i. Insofar as the transfer of such rights requires a deed (of transfer), the counterparty hereby irrevocably authorizes the user to draw up and sign the required deed on behalf of both parties, without prejudice to the counterparty's obligation to cooperate in transferring such rights on demand of the user, (and) without stipulating any conditions. Any costs associated with establishing certain intellectual (property) rights are payable by the user. The counterparty hereby irrevocably authorizes the user to register the transfer of these intellectual (property) rights with the appropriate registers.
- j. (With respect to the user) the counterparty hereby distances himself vis-à-vis the user from all (so-called moral rights he/she may be entitled to (in the sense of article 25 of the *Auteurswet* = Dutch Copyright Act), to the extent to which the applicable regulations allow such distancing. The counterparty, who is authorized to do this on behalf of his/her personnel, also surrenders all the moral rights said personnel may have to the extent to which the applicable regulations allow this. In the event of a dispute between parties regarding the ownership of data carriers (or intellectual property rights respectively), it will be assumed that ownership lies with the user until proof to the contrary has been provided by the counterparty.

- k. The counterparty vouches that the information provided by him/her or to be provided by him/her is timely, complete, up-to-date and correct. The user is not liable for inaccuracies in designs, calculations, drawings and other information or information carriers supplied by or on behalf of the counterparty to the user in the context of the contract.
- l. The user is not obliged to examine the accuracy of the designs, calculations, drawings, and information or information carriers supplied by or on behalf of the counterparty. The user may depend upon the correctness of the above.
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- e. In addition to the amount due, augmented by the interest owed pursuant to these terms and conditions, the user is entitled to requisition all costs resulting from the counterparty's failure to pay or (due to) late payment, including judicial and extrajudicial collection costs.
- f. Extrajudicial collection costs are payable without advance notice of default. The costs of extrajudicial collection are at least 15% (fifteen per cent) of the outstanding principal, without prejudice to the user's right to requisition the actual extrajudicial collection costs. The user is not obliged to prove either that or to what extent he/she has actually incurred the extrajudicial collection costs.
- g. Should the user petition for the counterparty's bankruptcy, then in addition to the amount owed and the judicial and extrajudicial costs related to it, the counterparty will also be obliged to pay the costs of the bankruptcy petition.
- h. Failure to settle the overdue payment makes the entire debt, including the portion which is not yet due, immediately due and payable.

Article 10. Mode of operation

- e. The user is obliged to execute the work in complete accordance with the provisions of the contract. If during the execution of the contract it becomes clear that, for reasons unrelated to the user, an adequate execution can only take place in a modified form, the user is obliged to notify the counterparty immediately of the changes he/she deems necessary and to carry these out after consultation with the counterparty.
- f. Regarding activities to be carried out on location, the counterparty will ensure that the properties to be entered are always accessible to the user. The user is not liable for damage to the counterparty's property, whatever its cause, or to third parties during or in the context of the execution of his/her activities on location. The counterparty will indemnify the user for all claims by third parties with respect to the above-cited damage.
- g. The counterparty will bear the costs of the adequate infrastructural facilities for the delivery, storage and/or removal of materials, as well as that of raw materials should the user feel that this is required to execute the work. The counterparty will furthermore bear the costs of providing the user with electricity for his/her machines, lighting, heating, gas, compressed air, water and any other energy that may be required for the execution of his/her the contract.
- h. Should the counterparty retain the right to deliver certain materials him/herself and/or reserve the right to have part of the work or activities related to it executed by others than the user, the counterparty is liable vis-à-vis the user for any damages resulting from tardy delivery or tardy execution.

Article 11. Guarantees and liability

- g. The user accepts no liability nor gives any guarantees other than those he/she has agreed to contractually in writing at the time this contract was drawn up.
- h. The user never accepts any responsibility for activities carried out under the direction of the counterparty or third parties. The user is not liable vis-à-vis the counterparty for any direct or indirect damage resulting from the execution of the contract or activities related to it, except where there is intent or gross negligence and in case of the above.
- i. The above-cited limitation of the user's liability also applies to his/her personnel and to third parties he/she has engaged for the execution of the contracted work.
- j. Notwithstanding the provisions cited above, the user's liability, as well as those of his/her personnel and/or any third parties he/she has engaged, will always be limited to, at most, the net fee cited in the invoice relating to the contract involved, insofar as the counterparty has already paid the user this amount. Furthermore, the user's liability is limited to the amount that the user's insurer pays out for the case involved.
- k. The user is not liable for consequential damage, indirect damage and damage resulting from loss of turnover and profits.
- l. Should the user, his/her personnel and or third parties engaged by the user be sued, the counterparty will fully indemnify the user and his/her personnel and the third parties he/she has engaged and compensate them for anything they must pay to third parties.

Article 12. Completion

- c. The contracted work is considered completed when the user has informed the counterparty of its completion in writing.
- d. If within 10 days after receiving the user's written communication the counterparty does not lodge a complaint with the user regarding the contracted work, nor lets the user know in writing that he/she wishes to check the work, then the work will be considered to be accepted by to the counterparty.

Article 13. Payment

- g. Payment of delivered items and/or work executed, whether or not done within the agreed deadlines, must take place within the terms of payment agreed upon, but in any case within 30 days after the invoice date without reduction, postponement or settlement.
- h. Payments are only valid if they have been carried out as indicated by the user.
- i. Payments made by the counterparty will first be applied to settle all interest payable and costs and subsequently those invoice amounts which have been outstanding for the longest period, even though the counterparty has stated that the payment relates to later invoices.
- j. In case of an overdue payment, the counterparty is obliged, without having been given notice of default, to pay a compound interest of 2% per month or part of the month for each month or part of it that the term of payment has elapsed. If on the 31st of December of a given year an interest amount is outstanding, (then) this amount will be added to the principal (amount outstanding) and become interest-bearing.
- k. In the above-cited cases the user is entitled to suspend performance of the (contractual) obligation until the amount due, augmented by any interest and costs, has been received.
- l. Payments made by the counterparty will first be applied to settle costs and interest owed (in this order) and subsequently to settle principals, with older amounts being settled before newer ones.

Article 14. Security deposit

- d. The user is always entitled to require cash payments for items and/or execution of work.
- e. If the user requires this, the counterparty is obliged either to pay the purchase price and/or the agreed price for the execution of the work in advance in total or in part or to provide the user with a security deposit according to the user's needs.
- f. Should the user obtain clear indications that the counterparty's creditworthiness has diminished, (then) he/she is entitled to suspend performance of the (contractual) obligation whereas the purchase price for that which has been delivered is immediately due and payable (by the counterparty), unless the counterparty has provided the user with a security deposit for the purchase price in time.

Article 15. Overdue payment

Article 16. Non-compliance

- c. If the counterparty does not fulfil, is overdue or does not sufficiently fulfil the obligations ensuing from this contract; in case of his/her bankruptcy or suspension of payments, liquidation or closing down of his/her company; and/or in the case of applicability of statutory debt adjustment (*Wet Schuldsanering Natuurlijke Personen (WSNP)* = Debt Rescheduling (Natural Persons) Act, (then) the counterparty is considered to be in default by operation of law and the user is without any further notice of default authorized, without legal intervention to:
 - annul or to have the contract annulled either completely or in part; the user need pay no damages nor is he/she bound to guarantees or any other obligation, and/or
 - to suspend the execution of his obligations vis-à-vis the counterparty.
- d. All of this is without prejudice to the user's right to compensation for damages, costs and interest by the counterparty.

Article 17. Insurance

- d. The counterparty vouches that he/she is sufficiently insured and that he/she will continue to insure himself/herself at his/her own risk and expense against all relevant risk throughout the execution of the contract.
- e. The counterparty will grant the user inspection of the insurance policies and proof of payment of premiums on demand. The counter party will not, without prior written consent of the user, alter the insurance contract(s) or the conditions under which these were entered into. Nor will the counterparty alter the amount insured to the disadvantage of the user without the user's approval.
- f. The counterparty will assign to the user all claims to benefits from insurance proceeds in advance, as intended in the first paragraph of this article and insofar as they relate to damages for which the counterparty is liable towards the user on the basis of this contract. Insurance proceeds paid directly to the user by the insurance companies will be deducted from the damages the counterparty owes the user for the insured incident.

Article 18. Non-competition

- b. During (the) execution of the contract and within one year after conclusion thereof, the counterparty will not hire the user's personnel nor will he/she negotiate commencement of employment with them without the prior written consent of the user under penalty of an amount not subject to judicial mitigation of € 50,000 (fifty thousand Euros) notwithstanding the user's right to claim compensation for any damage he/she may suffer.

Article 19. Disputes

- e. All legal relations between parties are governed exclusively by Dutch law.
- f. The provisions of the Vienna Sales Convention are not applicable, nor are any other existing or future regulations relating to moveable tangible property the operation of which can be excluded by parties.
- g. Disputes arising between parties which fall under the jurisdiction of the Civil Law Department of a District Court (*procureurszaken* = local counsel cases) will in first instance be resolved exclusively by the District Court of Rotterdam, unless the user prefers to bring the case before the (District) Court of the district where the counterparty lives or where his/her business is located, or (if) parties agree to another form of dispute resolution.
- h. The case will be conducted in Dutch.