



hvl

TBI techniek

General conditions of purchase, HVL B.V.¹

The general conditions of purchase, hereinafter referred to as General Conditions, apply to all assignments and commissions awarded by our company, whether or not they relate to contracting (or subcontracting) work or to the supply of materials or services, including services in relation to the supply of manpower; and also to all invitations to tender that can lead to a commission being offered by us. The tenders we receive from you are binding for the period stated in the tender, but at least for three (3) months. Any commission offered by us will be regarded as binding if you have not stated the contrary in writing within eight (8) days after signing.

1. General

1. Should contracting (or subcontracting) be involved, to the extent that our commission or the relevant work plan does not state otherwise, the Uniform Administrative Conditions for the Implementation of Technical Installation Work 1992, UAVTI 1992, as well as the Uniform Administrative Conditions for the Implementation of Work 1989, UAV 1989, also apply.

2. Each commission is granted by us under the resolutive condition that the implementation of the work related to the commission granted to you, hereinafter referred to in these General Conditions as “the work”, is not made our responsibility and that neither our client nor the management of the work refuses to grant approval of the commission granted to you; should this condition not be fulfilled we will be relieved of all mutual legal obligations. If the work is not continued in its entirety but only partially, the commission granted by us will only remain in force in respect of the part being continued, and the commission applying to the rest will be assumed not to have been granted.

In such a case, the sum agreed on with you or the cost of the contracting will be reduced in proportion to the amount by which the work has been reduced. Should complete or partial termination occur, you have no right to any form of cost calculation or any other form of restitution.

3. We reject any attempt to make applicable your general conditions of sale or supply or any other conditions unless and to the extent that we have expressly accepted their applicability in writing.

4. Unless our commission applies exclusively to the supply of materials not supplied by you for the work, you are held to supply the following on first request, if and to the extent that this is required or applicable:

- a. valid proof of registration with the implementation body to which you belong;
- b. your business licence;

- c. a copy no older than three (3) months of your registration with the Chamber of Commerce;
- d. a declaration on the part of the relevant implementation body regarding your payment behaviour, as well as a declaration in respect of the payment of income tax, both of which must be no older than three (3) months, and
- e. a copy of the G account agreement (blocked account for the purposes of payment of national insurance, income tax and turnover tax) and the name of the body where the account is held.

Any changes made to the points listed under a to e above must be reported to us immediately. If the period of validity of the documents named under c and d has lapsed, a replacement document must be submitted immediately.

5. You are held not to submit any price offer or special reduction to the body commissioning the work in relation to the tasks or supplies connected with the work. You are held not to come to any arrangements with the client that exclude us regarding any matters related to the work.

Commissions granted or instructions given by the client shall not be implemented by you before you have received our express permission or authorisation in writing.

2. Legislation; Regulations, Permits and Licences

1. You are expected to be familiar with all legislation and other directives and regulations applicable to the implementation of this commission, including all those related to safety, working conditions and the environment, and you are held to take all measures required to ensure that such directives and regulations are adhered to.

2. You are held at all times to follow any instructions given by us or by or in the name of the client regarding adherence to legislation and other directives and regulations.

3. You will absolve both us and our client unconditionally from all liability for any costs and other negative consequences of whatever nature resulting from your failure to adhere to legislation and other directives and regulations, or as a consequence of not having followed instructions given by the management.

4. You are held to ensure timely application for all public and private legal permits/licences, exemptions and other decisions required or prescribed for the implementation of our commission.

3. Data/information

1. All drawings, designs, models, specifications and other data supplied to you by us for the preparation or implementation of

our commission remain our property.

2. Immediately on receipt, you are held to check all data supplied to you by us as to the correctness and completeness of the information. You are held to inform us immediately in writing of any inaccuracies or shortcomings. If and to the extent that you fail to inform us of any inaccuracy or shortcoming prior to submitting your tender in writing, you are assumed to have accepted unconditionally the data supplied to you and you will bear all liability for the use of inaccurate or incomplete data.

3. You may not use, or allow to be used, the data supplied to you by us for any other end than the implementation of our commission.

4. After implementing our commission you are held to return on our first request and without further delay all data supplied by us to you including any statements of account and/or photocopies of such.

5. With regard to all business and products supplied by you to us, you are held to assure us that you will store safely and supply to us, on first request, all the details and information required to draw up a Technical Construction Dossier of all the business and products or to obtain/maintain declarations and/or certificates of conformity (including CE declarations of conformity) for the said business and products during the period laid down in the relevant European or national legislation.

4. Price; contract sum

1. The price or contract sum is fixed. Modifications to the cost of materials or wages or in the taxes imposed on you or any other costs incurred shall not be charged to us unless otherwise stated in our commission. Also if no risk regulation applies, you will be held to supply us on first request with a statement of wages and of material costs.

5. Delivery of materials

1. The materials to be delivered by you must meet:

- the description and/or specifications issued to you by us;
- the reasonable expectations on our part with regard to such matters as characteristics and/or quantities and/or quality and/or reliability.

2. Unless otherwise stated in our commission, materials shall be delivered DDP (“Delivered Duty Paid”), as specified in Incoterms 2000, to the address of the (work) location specified by us. If no (work) location address is specified, you are held to request from us, in time and prior to delivery of the materials, the address to which the materials and accompanying documentation should be delivered. All costs

¹ Similar general conditions are also maintained by all the companies belonging to the TBI Holdings concern and as such form part of the TBI Techniek Groep, the conditions of which refer to the purchase of goods, the granting of commissions (orders/assignments) and/or the out-sourcing of work.

incurred in transportation, including but not confined to insurance, loading and other delivery costs, whatever their nature, are for your account.

3. Delivery of materials should be completed after consultation regarding the time and date, but always within the agreed delivery time. Without our permission, delivery and unloading of materials outside normal working hours is not possible. If we are unable to accept materials, you are held to negotiate appropriately with us as regards storage and security at no charge to us until such time as delivery can be made.

4. The materials become our property immediately on delivery to the (work) location, but in the case of prior payment or payment in instalments this applies immediately the first payment has been made. In such a case, until the delivery has been made you are held to store and safeguard the materials at your own expense. Any risks in relation to the materials to be delivered also remains your responsibility until the commission granted to you or the work contracted out to you has been completed. The ownership and risk devolving from materials that have been rejected are assumed never to have been transferred to us, unless we have otherwise expressly stated.

5. Each consignment must be accompanied by a packing list and a waybill stating our commission number as well as, in so far as important, the handling, processing, connection, operation and maintenance instructions applicable. With every consignment of chemicals and other dangerous materials you are also held to send us a product information sheet with instructions for the personal protective clothing to be used and other provisions in relation to the environment, safety, health and hygiene. The same sheet should also indicate any measures to be taken in case of accident, fire or other calamities. The packaging of the dangerous substances you deliver should meet all legal requirements. You are held to supply any prescribed protective clothing for your own employees at your own expense. Unless our commission states otherwise, all prescriptions relative to these matters should be drawn up in Dutch.

6. The way in which all materials delivered are tested at the work location is determined by us and/or by or on behalf of our client. We are also authorised to test materials or to have them tested during the production process. You are held to supply us without charge with all necessary information and facilities required for the purposes of testing. You are held to replace immediately and at your own expense any and all materials that are rejected for whatsoever reason. In such a case we are also authorised on the grounds of article 20 of the present General Conditions to cancel the commission granted to you. If materials are delivered damaged, repairs may be carried out instead of replacement, but only with our written permission. Should materials be approved, this does not mean that you are absolved of any obligation in respect of guarantees or liability.

7. Materials rejected shall be removed by you

at your expense on our first request. If you fail to do so, we will see to removal and/or storage but at your expense.

8. We retain the right to require that a CE declaration of compliance or a certificate of approval or some other similar declaration be handed over showing that the materials supplied by you or to be processed by you have been inspected and approved by a generally recognised independent body. You are held to guarantee that the materials supplied or included in the work meet all current requirements as to content and composition and as regards environment, safety, health and hygiene, in proof of which you will supply us with a recognised declaration of quality on first request. You are held liable for any damage that we may suffer as a result of shortcomings in these matters, while you are also held to absolve both us and our client from all claims made by third parties resulting from your shortcomings in our regard. Any costs involved in obtaining certification are your responsibility. Production of proof of certification or of a declaration does not absolve you of liability nor from any guarantee you may have given.

9. All modifications to the composition of materials supplied must be communicated to us immediately in writing. Failure to do so will result in your being liable for any damage that may thereby ensue.

6. Employees

1. The employees engaged in doing the work we have commissioned are under your supervision and are your responsibility. Moreover you are held to ensure that in the carrying out of the work your employees will be under professional leadership. Without our written permission you will not use anyone other than your own employees in carrying out the work.

2. Should your employees behave unacceptably or prove unsuitable, or should they refuse to adhere to regulations in respect of safety, working conditions, order or the environment, we retain the right to remove or exclude from the work the person(s) involved. In such a case, you will immediately be held to provide a replacement (or replacements) that meet the requirements, without our being liable for any costs incurred in this matter. Moreover, you will be liable for any damage we may suffer as a consequence.

3. You are held to respect working times and rest times on the site, general and local public holidays, as well as all other holidays or collective days specified by the government or any collective labour agreement to which we are bound. We are not liable for any costs arising from this.

4. We must be informed immediately of any accidents at the work site involving your employees.

5. We are not liable if your contract cannot be fulfilled as a result of strikes or other forms of industrial action involving our employees or those of third parties.

6. We have the right to expect that employees

at the work site can produce on request a legal and valid means of identification. Your employees are not permitted to station motor vehicles on the site.

7. Your work will not be halted without our prior written consent.

8. All obligations to your employees with regard to wages and other matters must be met as also your obligation to deduct income tax, social security payments and pension premiums. Any payment of wages or other payments that we are obliged to make to your employees or those of a sub-contractor under the terms of a relevant collective labour agreement will be charged to you. You are held to pay us the interest on such sums as laid down by law.

9. Unless otherwise stated in the Supplementary Conditions that are part of our contract, your employees are held to carry out their work at the site under a safety management system certified on the basis of the Subcontractors' Safety Check List.

10. You are held to submit to us on a weekly basis the names and sofi (national insurance) numbers of the employees carrying out your share of the work. You are also held to submit a weekly report on the number of hours worked by each of these employees.

11. Unless otherwise agreed, you are not permitted to employ or have work performed by, directly or indirectly, our employees nor to approach these employees for a post elsewhere.

7. Materials

1. Unless otherwise stated in our commission, you are held to provide all tools, personal protective clothing and other equipment.

2. You are held to be able to show to our satisfaction that all your tools and other equipment is well maintained and meets all safety requirements applicable. To this end test certificates or comparable documents should be available for consultation at the work site or otherwise be immediately available on request. It is forbidden to use tools or other equipment not meeting the requirements. In such a case you are held to replace the unsatisfactory equipment at your own expense. You are also held liable for any damage caused or costs incurred, of whatever nature, as a consequence of using tools or other equipment failing to meet the requirements.

3. We are not held to safeguard or insure your tools, equipment or other property or that of your employees and we accept no liability for damage or loss.

4. The horizontal and vertical means of transport required to carry out our commission is at your expense and risk, unless otherwise stated in the contract.

5. The materials made available to you by us remain our property at all times; any material that you acquire or make at our expense becomes our property as soon as it is ready or has been delivered to you. You are held to mark such material in a way that it can be identified as our property. If third parties wish

to claim material belonging to us, you are held to inform them of our rights. We must be informed immediately of any such agreements with third parties. Unless we give express and prior written permission, you are not permitted to remove material belonging to us nor to use it or allow another to use it for any other reason than the implementation of our commission.

6. On receipt, you are held to check any material that is our property and to inform us immediately of any shortcomings. If such is not reported, it is assumed that you have received the material in good order. All our material should be maintained and used professionally. As long as material belonging to us is in your care, you are held to bear the risk of damage or loss. You are held to insure against this risk at your own expense. You are held to supply us with adequate proof of insurance on our first request. You are held to report any damage or loss to us immediately.

7. Once your commission for us has been completed, you are held to return immediately and in a good state of repair all material belonging to us, unless we have given you written permission to destroy it after use. If material is returned to us, we retain the right to have the material re-tested and, if necessary, repaired according to the standards we maintain, all this at your expense.

8. Performance of the work

1. In the case of contracting (subcontracting), you are held to report the progress of the work to us in weekly reports submitted for our signature.

2. At the workplace itself there must always be a company official present, authorised by you, who can represent you in all situations relating to the work we have commissioned. At the start and finish of the work he should report, partly on behalf of the employees, to the works foreman or assembly management on the site. You are also held to ensure that the construction, work and other meetings held in your name shall be attended by a company official appointed by you.

3. The electricity required for the performance of your share of the work will be made available to you by us, unless and to the extent that the amount of power required by you at the site has been exceeded. We are in no way liable for the consequences of interference or power cuts at the work site.

4. You are not permitted to place on the site any constructions for breaks from work, storage, toilet facilities or other buildings without our express written permission. You are permitted to use all the telephone and fax lines at the work site on condition that you pay all costs incurred.

5. The work site is held to be kept free of waste materials by your efforts and those of your staff. You must remove any packaging and other construction waste from the site or the project, taking into account any instructions given by the works foreman or assembly management on the site. If skips have been provided for the collection of separated waste, you are held not to place any waste materials in the skips until sorted, and if we have supplied

no skips, any packaging and other waste materials must be removed from the site at your expense. In all cases where you do not give the waste to a waste disposal company, but use your own equipment to transport the waste materials to a waste processing plant without a waste disposal company as intermediary, you are held to adhere to all the regulations regarding the reporting and recording of the disposal of waste as required by the relevant provincial regulations. In no case must chemical and/or dangerous waste materials be placed in skips intended for the collection of general waste. Dangerous chemical waste must always be removed from the work site at your expense, taking into consideration all relevant legal requirements. Any costs that may be incurred by failure to observe these requirements, including any financial penalties we may incur as a consequence, are your responsibility. If we have already paid such costs, they are to be restituted to us by you on our first request. Any buildings where you carry out work must be handed back in an appropriate and clean state once the work has been completed.

6. All instructions issued to you in connection with the work in hand must be adhered to unconditionally. This also applies to instructions in respect of the site, the way materials are unloaded and stored, and the storage of equipment, tools and materials.

7. Without our permission, carrying out any work with tools designed to chop, break, grind, mill, weld and/or drill is prohibited.

8. If our commission includes making drawings or calculations, you may not start work until the drawings or calculations have been approved.

9. You are held to adhere unconditionally to the safety and health plan to be drawn up for the work in hand on the basis of the legislation on working conditions and, without claiming any further payment, you are held to follow all instructions that may be issued to you by the co-ordinator responsible for monitoring adherence to the plan.

9. Contracting work out

1. The commission we have granted you is not to be carried out, either wholly or partially, by a third party, nor may you use workers that have been contracted in unless you have received prior written permission from us.

2. At all times you bear complete responsibility for work or deliveries that you have performed by third parties with our permission.

3. If it should happen that you are unable to meet your payment obligations to a third party by whom you have had our commission wholly or partially carried out, we retain the right to pay direct to the third party involved the sums owed by you. In such a case we retain the right to deduct all the payments made on your behalf from any payments we may owe to you.

4. These General Conditions must be stated by you to apply to all agreements made with third parties by whom you have, with our

permission, had (part of) our commission carried out.

10. Additional work and less work

1. If, in your opinion, additional work or less work is required, you must report this to us immediately in writing, stating the consequences in terms of time and money. The work may not be continued until you have received a supplementary written commission to do so, unless the project or works foreman on site cannot permit any postponement of the additional work or less work.

2. Changes to a time, work or construction schedule do not give any right to settlement of the additional work.

3. Re-calculating additional or less work is not permitted before approval has been given. Tasks related to the work you have performed without our requesting you to do so, including work requested by the client for whom the work is being carried out but without our mediation, are carried out at your expense and risk.

11. Start; Duration; Delivery

1. The completion date specified in our contract is binding, on the understanding that we retain the right at all times to extend the completion date to a later time, to be specified subsequently. We shall, to the extent necessary, indicate when you can start work on our commission, unless the starting date is stated in the contract. You are held to carry out the work we have commissioned expeditiously, in accordance with the time schedule specified and in joint discussions with the works foreman at the site, so that no stagnation occurs in the work's progress; to this end, you will, in particular, be deemed to have sufficient skilled employees at your disposal at all times.

2. If it proves impossible to start on the work commissioned by us at the time indicated, we are not liable for the consequences of such a postponement, no matter what the cause, nor are we liable for the effects on the progress of the work of interim changes to the time, work or construction schedules or any other delays. Under no circumstances do you have the right to terminate our contract for these reasons.

3. You are held to bear any (financial) consequences of adverse weather conditions.

4. We must be informed immediately of any (threatened) slowing down of progress in the implementation of the work commissioned or of any (threatened) extension of the date by which it has been agreed that the work would be completed. If stagnation of this nature is a consequence of circumstances for which you can be held liable, you are held to be legally negligent and we reserve the right either to set another date by which you will have fulfilled your obligations or to terminate our contract with you on the grounds of article 20 of these General Conditions. Should the former be the case, we reserve the right to require you to take on extra employees without claiming extra payment or to have your employees work overtime on the site in order to limit as far as possible any slowing down of progress or postponement of the completion date.

5. If a slowing down of the work progress or postponement of completion time is a consequence of circumstances for which you can be held liable, we retain the right to claim from you restitution for any damage we or others may suffer. Such a claim will include any reductions or financial penalties that can be placed on us by or on behalf of our client as specified in the original work plan.

6. To the extent that it has not been done on some previous occasion, you are held to provide us with instructions for maintenance and operation plus as-built drawings on completion of the work at the latest. Installations should be ready for operation when completed and must be handed over by you fully adjusted and in working order. This also applies, mutatis mutandis, to repair and/or replacement installations as referred to in article 13, paragraph 3, of these General Conditions.

12. Testing

1. We reserve the right to test or have tested any material or equipment supplied by you, as well as any work carried out by you. At all times and free of charge, you are held to provide us with all the information and facilities required for the testing.

2. Should any shortcomings be revealed that have led to approval being withheld, you will be held to remedy them at your expense immediately notice is given of the failure to grant approval. If, in our opinion, repairs are not possible or are irresponsible, you will be held to provide a replacement (or replacements) for the material or equipment in question, without prejudice to our right to terminate the contract, wholly or partially, as stated in article 20 of these General Conditions.

3. The equipment and materials that have failed to gain approval must be removed at your expense on our first request. As long as this has not been done, any such equipment or materials must be stored on our behalf at your risk and expense.

4. Approval of materials or equipment supplied by you does not absolve you from your obligations as regards guarantees or from your further obligations devolving from the commission and/or from these General Conditions.

13. Guarantees

1. At our first request, you will give us and our client guarantees that the work contracted will be carried out by you in accordance with the requirements of appropriate and skilled work, and will fulfil both the conditions stated in our contract and the relevant plan of work and, moreover, will take account of all other requirements, standards and regulations applicable. All materials to be supplied or processed by you are held to be new and to be of good quality and free from and faults of design, manufacture, construction or materials, and must in every aspect match the samples previously supplied to us and be suitable for the purpose for which they are intended in accordance with the requirements stated in the relevant legal, contractual and/or other

prescriptions (including the legislation on building materials).

2. If, in our contract or in the relevant plan of work, no other guarantee term and/or commencement date is specified, a guarantee term of twelve (12) months will apply following completion of the work or of our client's project of which the material and/or service provided by you or the work you have carried out is a part.

3. You are held to repair, on our first request and at your own expense, any shortcomings we uncover. We can also require that the material showing shortcomings must be replaced rather than repaired. If you fail to meet your obligations in this matter, we reserve the right without further warning to have repairs carried out or replacement made by a third party at your expense. In the case of repair or replacement, the usual term of guarantee once again applies for the full period of guarantee and starts only when the repair or replacement has been fully completed.

4. Your statement of guarantees consequent on our commission or the plan of work should be supplied to us on completion of the work if they refer to materials that you are not held to include in the work. Should a sub-contractor be involved, you are held to supply us for assessment and approval, at the latest when work starts, with drafts of the guarantees to be given by you. We retain the right to halt (instalments of) payment of the price or contracted sum agreed with you or any other payments owed to you for any other reason until you have met your obligations in this matter.

14. Liability; Insurance

1. We retain the right to claim restitution for any damage, of whatever nature, including but not limited to commercial damages and/or loss of profits, in consequence of shortcomings in the materials supplied by you or in the work carried out by you or any other shortcoming for which you can be held liable.

2. You are also liable for any damage resulting from faults on the part of your employees or other persons you use for carrying out our commission. You are held to absolve us of any claims made on us by third parties, including any made by the client commissioning the work.

3. You are held to ensure, at your own expense, that appropriate insurance is taken out covering your legal and contractual liability for damage during or connected with the implementation of our commission. You are held, on our first request, to allow us to examine the policies and policy conditions or to provide us with a copy of the insurance certificate. Should you be co-insured under one of our insurance agreements or under that of the client commissioning the work, you are only insured against damage to the materials destined for the carrying out of your commission, at least against damage to materials or equipment for which you are responsible in the performance of the work. In the case of co-insurance as just described, cover is provided only and to the extent that you yourself are not insured or would not be

insured if there had been no cover provided by one of our insurance agreements or one of the client's commissioning the work, all of the above disregarding whatever may have been specified in the relevant work plan regarding this matter or has been otherwise agreed with the client. Cover provided by one of our insurance agreements or one of the client's never applies to the risk of damage to or loss of your own property or that of your employees'. At all times, including the situation of your being co-insured, any personal excess is for your own account.

4. Liability for motor vehicles used on the site should be covered by insurance meeting the requirements of the legislation on vehicle liability insurance.

15. Industrial and intellectual property

You are held to guarantee that the use of materials supplied by you or included in the work do not infringe any industrial or intellectual property rights of a third party, and you are held to absolve us of any claims that may be submitted in the case of such infringement.

16. Invoicing

1. All invoices must be submitted in duplicate and must meet the requirements of article 35 of the 1968 legislation on turnover tax or those specified in any other replacement legal regulations. The following information is the minimum required to be stated on every invoice:

- your name and full address;
- a description or the name of the work, as well as the work location;
- the project number;
- the order or commission number to which the invoice relates;
- if applicable, the amount of turnover tax owed and the appropriate VAT number.

also, if sub-contracting is involved:

- your Chamber of Commerce registration number;
- the period within which the work referred to in the invoice took place and also the location where the work was carried out;
- a specification of the wages included in the amount invoiced;
- the amount to be transferred to your G account on the grounds of the work carried out as well as the account number and name of the body where the account is held;
- if applicable, the statement: turnover tax transferred.

2. If contract, or subcontract, work is involved, every invoice should carry in duplicate the man hours worked, with the names, full addresses, dates of birth, registration numbers and softi (national insurance) numbers of the employees taken on week by week for the work to which the invoice refers as well as a work, contract or production sheet signed by the manager and foreman at the place of work. Without such a sheet the invoice is presumed not to have been submitted.

3. If delivery of materials is involved, you are held at our first request to supply proof of

delivery signed by or on behalf of us.

4. Every invoice should be cumulative, i.e. the invoice should state the total amount that you claim for work carried out up to the date of invoicing. Invoices previously submitted are deducted from this amount. You are held to submit a separate invoice for additional and less work.

5. Processing of invoices failing to meet all the requirements laid down in these General Conditions will be postponed until you have supplied the missing information.

6. We will not accept any invoices submitted to us later than six (6) months after delivery of materials or following completion of the work. This means that you no longer have any right to claim payment for such invoices.

17. Payment

1. Payment will only be made if and to the extent that the material supplied by you and/or the work you have carried out has been approved by us and by our client and you have also fulfilled all your other obligations devolving from your commission and from these General Conditions. Unless otherwise agreed, payment is then made within sixty (60) days of your invoice being received, but not before you have signed and returned a second copy of our commission.

2. If contracting, or subcontracting, is involved or if you make employees available to us, we reserve the right at all times to pay by transfer to your G account or to pay at your expense to the authorised collector of state taxes or to the relevant implementing body the amount of national insurance premiums, income tax and turnover tax for which we are legally liable in relation to work commissioned from you. The sums paid in this way are deducted from the price or contracting sum agreed with you, to the extent they constitute full payment. When such sums are transferred to your G account, you are held to observe the further provisions of article 16b, paragraph 8 of the legislation on coordination on national insurance specified in the legislation on implementation of ultimate responsibility for the payment of employees' national insurance. The sums transferred by us to your G account will then only be available to you to make payments to the authorised collector of state taxes or to the relevant implementing body or to make payments via the G account to a subcontractor you have contracted to carry out (part of) your share in the work. As long as we run the risk of a claim being made against us for payment of the national insurance premiums, the income tax or the turnover tax which you owe and for which we are liable by law on the grounds of the work we have commissioned from you, we retain the right to postpone payment of any sums we might still owe you for any reason whatsoever.

3. On your side you are held to declare that you will unconditionally relinquish your right of retention or any other legal right to deferment of payment.

4. We retain the right to deduct any sums we may owe you from any sum that we may claim from you or are due to receive from you on any

grounds whatsoever, even if any such a claim may not yet be possible. You are also held to accept that all other companies and legal persons linked to us in the same group as main debt claimant retain the right to have everything we may claim from you so that all sums we can claim from you can be deducted from what you are able to claim from other companies or legal persons.

5. You are held to be able to claim instalment payments or pre-payments only if this is expressly stated in our contract. All such payments will be seen as advance payments of the final invoice.

6. No credit limitation charges will be made.

18. Ban on transfer and hypothecation

Without our written permission, you are prohibited from hypothecating or otherwise alienating any claims you may have on us.

19. Security

We retain the right to require you to provide us with satisfactory security that you can meet any obligations devolving from our commission.

20. Termination

1. Should there be any shortcoming in the fulfilment of your obligations devolving from the commission granted by us, we retain the right to terminate the commission wholly or partially, without any prior warning or proof of default, by means of a written declaration addressed to you.

2. Should the contract be terminated, we retain the right to be able to claim on all damage, whatever its nature, that we may suffer as a result. The damage claimed shall include any extra costs we incur as result of having to have the commission granted to you carried out or completed by a third party. The damages to be paid by you shall be set at a minimum amount corresponding to ten percent (10%) of the price or contract sum agreed with you. If the actual damage we have suffered is greater, we retain the right to claim the cost of the actual damage incurred. Any damage we may claim will be subtracted from any payments that we may owe to you. All obligations of payment that we may have shall be postponed until it has been determined what sum we may claim from you in consequence of the termination of our commission.

3. Never or in any way are we held to pay any form of compensation as a result of the termination of our commission.

4. Should our commission be terminated, you are obliged to take back those materials you have delivered to us but that we can no longer use because of the termination; this should be done as soon as possible but at most within a month of the termination, with restitution of all payments that you may have received from us.

5. The conditions laid down in this article are equally applicable if you apply for suspension of payment or bankruptcy, or a claim for your bankruptcy is submitted by third parties, or suspension of payment is granted to you or you are declared bankrupt or your company stops, goes into liquidation or is transferred to a third

party, and the conditions laid down in the first and third paragraphs apply exclusively if the work is still uncompleted when termination occurs or our agreement with the client commissioning the work is terminated for any reason whatsoever.

21. Confidentiality

You are held to observe the strictest confidentiality with regard to all information and know-how, related to your commission or project or to our company, and which you have been given in connection with the commission granted to you.

22. Order of precedence

If, as well as these General Conditions, the UAV 1989 and/or UAVTI 1992 apply to the commission granted to you, in the case of disputes the provisions contained in our commission have precedence over the present General Conditions and, in their turn, the provisions of these General Conditions have precedence over the UAV 1989 and/or the UAVTI 1992. In the case of mutual disagreements, the provisions of UAVTI 1992 have precedence over those of UAV 1989.

23. Applicable law; Disputes

1. Dutch law applies to the commission granted to you. If any provision contained in our commission or in these General Conditions should prove to be contrary to obligatory law, that provision is not binding but the remaining provisions remain undiminished in force.

2. All disputes arising from the commission granted to you or from any other commission will be settled by arbitration in accordance with the statutes of the Arbitration Council for the Metal Industry and Trade, unless another means of settling disputes has been specified in the work plan. In such cases, this means of settling disputes will also be applied to any disputes which may arise between ourselves. We also retain the right at all times, in the case of a magistrates' court taking cognisance of the dispute for a settlement under the law, to refer any dispute to the authorised district court in order to obtain a temporary injunction or permission to seize property before judgment.

3. If and to the extent that you are resident outside the Netherlands, we can, should you exclude the above and without prejudice to the above, at all times have disputes with you settled by the authorised foreign court.

4. If, in any dispute, we are judged to be in the right, you are held to restitute to us all legal and extra-legal costs, including the costs of legal advice, also to the extent that this involves costs that may not be awarded by the court.

These General Conditions are lodged with the Chamber of Commerce for Amersfoort under number 31006867

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