

## Article 1: Scope of application

- 1.1 These general terms and conditions apply to all offers and agreements between Van Dorp installatiebedrijven B.V. or a subsidiary on the one hand and the Client on the other.
- 1.2 In the event of differences of interpretation between the English and Dutch versions of these terms and conditions, the original Dutch version shall prevail.

## Article 2: Van Dorp

- 2.1 Van Dorp ensures to take due care and be a good contractor in the performance of the work, as well as to follow the applicable statutory and technical regulations.
- 2.2 Van Dorp will check the (technical) information and documentation relevant to the work within its duty of care and inform the Client of obvious errors or contradictions. In the case of an inspection by Van Dorp of existing installations and/or property relevant to the work belonging to the Client or a third party, this inspection is based exclusively on visual observation insofar as possible at that time.
- 2.3 To the best of its ability and in a timely manner, Van Dorp will provide, upon request, (i) information about the rights arising from guarantees provided to Van Dorp by independent support workers in relation to the work, (ii) information about the relationship between wages and materials used and its payment behaviour within the framework of the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcon-tractors) Act [Wet Ketenaansprakelijkheid] and reverse charge sales tax regulations, (iii) instructions for the commissioning and decommissioning of installations that are part of the work and (vi) any other information that is important to the Client in connection with the work, such as the progress of the work.
- 2.4 Van Dorp shall handle the Client's data in a confidential manner and shall only use it within the framework of the agreement and Van Dorp's administrative processes. The Client's data will only be used for making further offers if the Client has given permission to do so.
- 2.5 Van Dorp is responsible for an orderly, safe and healthy work environment at all locations where work is carried out by or on behalf of Van Dorp. This responsibility includes the health and safety of all agents and support workers whom it appoints or engages for the performance of the agreement, the health and safety of third parties, as well as the safety of all goods they use for the performance of the agreement.

## Article 3: The Client

- 3.1 Prior to the commencement of the work, the Client shall provide Van Dorp with all (technical) information and documentation, including that of third parties, which is (or should be) in its possession and which is relevant to the work. The Client shall be responsible at all times for the correctness and completeness of that information and documentation.
- 3.2 The Client is obliged to provide and warrants that he will provide Van Dorp with all information known to him that is Van Dorp requires to fulfil the obligation referred to in Article 2 paragraph 5.
- 3.3 The client will ensure that any goods it or third parties have to make available to Van Dorp for the purpose of the work, will be made available in a timely manner. The Client is responsible for the proper functioning of those goods.

This is the concise version of our general terms and conditions. Would you prefer to use the general terms and conditions of Techniek Nederland (alib 2007)? In that case, please contact us before concluding the agreement.

- 3.4 The Client shall provide timely information about the nature and content of work that it carries out itself and/or has carried out by a third party, that may (also) be relevant to the work or that may influence (the execution of) the work. The Client is responsible for any necessary coordination.
- 3.5 The Client will ensure that it has obtained the (discretionary) permits, decisions or permissions that are necessary for the execution and/or the end result of the work, and which the Client has agreed to obtain and make available, or which the Client is responsible for in general. Van Dorp will provide all necessary assistance in obtaining these documents.
- 3.6 The Client will ensure the timely and free availability of and free access to the locations where the work has to be carried out, including storage areas, as well as safety and suitability of that access and those locations. The Client will warn Van Dorp in a timely manner of any (potentially) dangerous situations.
- 3.7 The Client is responsible for the connection of any installations to public networks and grids. Van Dorp will, to the best of its ability, provide all necessary assistance for requesting those connections.
- 3.8 The Client will ensure that Van Dorp has access to the required utility services, such as electricity, (drinking) water, gas, pressurised air, telecom services, waste disposal services and building site facilities, such as builders' huts, washrooms/toilets, free parking, vertical transport and waste disposal, at no cost.
- 3.9 The Client is responsible for the secure closing off of the work locations after working hours, to ensure that any goods and/or property of Van Dorp present at those locations is/are not accessible for unauthorised persons, unless it has been agreed that Van Dorp bears this responsibility. The Client will act as custodian.
- 3.10 The Client will allow Van Dorp to add logos and other markings, the company name or advertising on fencing intended to close off the work locations during the execution of the work.

## Article 4: Deadlines

- 4.1 Van Dorp will do its utmost to execute the work in accordance with the schedule and deadlines specified.
- 4.2 In the event of a delay, the Client will be informed in a timely manner and the schedule and deadlines of the work will be coordinated with the Client.
- 4.3 The Client is responsible for any delays and the resulting costs if those delays are caused by work and/or actions of the Client or third parties engaged by the Client.

## Article 5: Insurance

- 5.1 Van Dorp has taking out those insurance policies that are required and standard according to the industrial conventions based on the type and nature of the work.
- 5.2 The Client is required to take out and maintain a standard CAR or similar insurance policy, which includes Van Dorp as an insured party (and any support workers engaged by Van Dorp). On first request, the Client will provide Van Dorp with a copy of these insurance policies.

## Article 6: Price and payment

- 6.1 VAT is payable on all compensations agreed.
- 6.2 Compensations relating to labour are based on a normal working week, from Monday through Friday.
- 6.3 Payment will be made by the Client within the payment term on the invoice and without withholding or setting off payments.
- 6.4 Van Dorp may transfer and/or pledge all or some of its rights of claim.
- 6.5 Any statutory extrajudicial costs are payable by the Client if the amount due has not been paid with the payment term on the first payment reminder.

## Article 7: Additional and less work

- 7.1 The agreement is limited to the work and goods explicitly described. If additional work and/or goods are required to carry out the work, the Client will be responsible in all cases. The Client may decide to issue an order for addition work, or engage a third party to carry out this work and/or supply these goods.
- 7.2 The Client can ask Van Dorp to carry out additional work or work of another type and/or supply and/or install additional and/or other goods than agreed. In such cases, Van Dorp will determine to what extent (the execution of) that change is (still) possible.
- 7.3 If Van Dorp is willing to implement the change, a written offer will be sent, stating (i) the balance, comprising all direct and indirect costs, profit and risk, relating to the change, plus any savings, (ii) the work adjustment, including schedule, (iii) the adjustment of a statement of deadlines and/or payment conditions.
- 7.4 The changes will only be implemented after the Client has accepted the offer.
- 7.5 In urgent cases, the parties may also make an oral agreement with regard to the change, which will be confirmed by Van Dorp in writing as soon as possible.

## Article 8: Retention of title

All goods intended for the work, including materials and components thereof, will only become the property of the Client after it has complied with all its payment obligations under the agreement.

## Article 9: Inspection, acceptance and delivery

- 9.1 The Client may carry out inspections during the execution of the work, to check whether the work is carried out in a satisfactory manner, provided that this is not unnecessarily onerous for Van Dorp and is done in consultation with Van Dorp. The Client is responsible for any delays caused.
- 9.2 As soon as Van Dorp has informed the Client that the results of the work are ready for acceptance, the Client will carry out

a final inspection within the term indicated by Van Dorp. Minor defects which do not impede commissioning cannot be brought forward by the Client as a reason to reject the work.

- 9.3 Van Dorp reserves the right to divide the delivery into a number of partial deliveries.
- 9.4 Any defects which Van Dorp is responsible for will be remedied within a reasonable period and at no cost. The Client will grant Van Dorp the opportunity to remedy those defects.
- 9.5 After acceptance by the Client, the results of the work are considered to have been delivered.
- 9.6 If the results of the work are tacitly accepted by the Client, the day of the notification as referred to in Article 9.2 is considered to be the date of delivery.

## Article 10: Guarantees

- 10.1 Van Dorp guarantees that any defects in the work that are discovered within 6 months of delivery of the work, will be remedied at no cost.
- 10.2 Van Dorp also guarantees the Client that, for a period of 3 years after delivery, the specifications concerning capacity and/or temperatures, as specified in the agreement, are achieved, as long as the criteria these specifications are based on, are not changed by the Client. If the criteria are changed by the Client, the Client may enter into consultations with Van Dorp to consider which changes have to be implemented in the specifications to continue the guarantee.
- 10.3 The guarantees in this article do not extend to lightbulbs, tube lighting, LED sources, energy-saving lightbulbs and the unblocking of drains.
- 10.4 The guarantees in this article will lapse if: (i) The defect was not reported to Van Dorp in writing within a reasonable time after discovery or the moment when it could have reasonably been discovered, (ii) the defect was caused by an error, incompetent use or negligence on the part of the Client and/or a third party, or had an external cause, (iii) the defect was not the consequence of the work as carried out by Van Dorp, (iv) no periodic maintenance was carried out during the guarantee period, and/or (v) the Client did not fulfil its payment obligations, unless this omission to pay has a legal basis.
- 10.5 If the costs to remedy the defect under the guarantee outweigh the damage caused because of the defect, Van Dorp may decide to offer a reasonable compensation of the damage.
- 10.6 All claim on the ground of a defect are limited to a period of five years after delivery.

## Article 11: Liability

- 11.1 Van Dorp is never liable for damage caused by the Client or by a third-party engaged by the Client.
- 11.2 The (extent of the) liability of Van Dorp is limited to direct material damage suffered by the Client, which in any case excludes: consequential damage, trading loss, production loss, loss of turnover and/or profit, devaluation, loss of products, and any amounts that would be part of the execution costs if the work had been done correctly.
- 11.3 The (extent of the) liability of Van Dorp is limited to the total of the amounts of the deductible of the insurance taken out by Van Dorp and the payment made the insurer, with an absolute maximum of €1,000,000 per event, with a series of related events being counted as one event.

## Article 12: Intellectual property

- 12.1 The intellectual property rights on all goods delivered to the Client, including software, drawings, designs, technical descriptions, specifications and other documentation drawn up by or on behalf of Van Dorp, are vested in Van Dorp, unless explicitly agreed otherwise.
- 12.2 Any right of use of software and/or programs are delivered to the Client by or through Van Dorp are non-exclusive and non-transferable. Such a right of use may only be exercised in the framework of the agreement and at the locations specified in the agreement, in accordance with the conditions attached to such a right of use. The Client will only receive those data and information that are required to be able to use the software and/or programs in daily practice. If, at the end of the agreement, the Client wishes to continue using the software, and such an option exists, a licence agreement will be concluded for that purpose, including a licence fee.

## Article 13: Design liability

If the design is part of the assignment granted, Van Dorp will be liable for any mistakes in the design produced. The client will at all times remain liable for the soundness and applicability of the designs provided and concepts and materials prescribed.

## Article 14: Maintenance

- 14.1 Van Dorp only has a best efforts obligation with regard to all maintenance work, which includes activities by Van Dorp to ensure the technical condition of the installation and the functions the installation has to fulfil continue to meet the conditions specified in the agreement for the duration of the maintenance period.
- 14.2 Van Dorp is authorised to carry out maintenance work remotely, by connecting to the installation.
- 14.3 For maintenance work, it can be agreed that a work plan is drawn up, which specifies the relevant technical aspects and maintenance schedule.
- 14.4 If maintenance work is carried out that can have noticeable consequences for the Client, the Client will be informed in writing about the planned maintenance work. The Client will give all reasonable cooperation to enable maintenance.

## Article 15: Suspension, dissolution and termination

- 15.1 The Client may suspend the work carried out by Van Dorp if this is done in writing, stating the reasons. The parties will then enter into consultations to discuss the consequences. The Client is responsible for any delays caused and is obliged to pay any costs connected with the suspension to Van Dorp.
- 15.2 If a suspension, as referred to in Article 15.1, lasts for more than 2 months, Van Dorp reserves the right to dissolve the agreement in part or in full, or to terminate the agreement.
- 15.3 The Client also reserves the right to terminate the agreement, either in part or in full.
- 15.4 In cases as referred to in Article 15.2 or 15.3, the Client is obliged to pay the fixed compensation specified in the agreement, minus any savings Van Dorp makes as a result of the termination. If this compensation depends on the (full) execution of the agreement, the Client will be charged the compensation owed on the basis of the costs incurred by Van Dorp, the work carried out and the profit Van Dorp would have made if the work would have been completed in full.

- 15.5 A party may dissolve or terminate the agreement in part or in full if the other party (i) is in default, (ii) has applied for a suspension of payment, (iii) is declared bankrupt, or (iv) has legally and/or actually ceased its business activities.

## Article 16: Applicable law and dispute resolution

- 16.1 The agreement and all agreements ensuing from it are exclusively governed by Dutch law, with the exclusion of the Vienna Sales Convention.
- 16.2 Any disputes between Van Dorp and the Client, which directly or indirectly relate to the agreement, will be exclusively resolved by the competent court in The Hague.