

Article 1. General

1. These terms are applicable to all offers, quotations and agreements between Hans van der Meijs BV, henceforth be known as: "User", and a Counterparty upon which User has declared these terms to be applicable, as far as none of these parties have emphatically and by letter deviated from them.
2. The present terms are likewise also applicable to agreements with User, for the performances of which by User third parties should be involved.
3. These terms and conditions are also written for the employees of User and its managing board.
4. The applicability of any purchase or other terms of the Counterparty are explicitly rejected.
5. If one or more provisions in these terms and conditions are either fully or partially null and void or to be destroyed, then the remaining provisions in these terms and conditions are still applicable. User and Counterparty will then come in consultation in order to agree on new provisions as a replacement for the null and void or destroyed provisions, wherein as many as possible the purpose and the intentions of the original provision are to be minded.
6. If ambiguity exists concerning the explanation of one or more provisions of these terms and conditions, then it should be explained 'to the mind' of these provisions.
7. If between the parties a situation is caused not mentioned in these terms and conditions, then the situation should be judged to the mind of these provisions.
8. If User does not always require strict compliance of these terms and conditions, it does not mean that the provisions thereof are not applicable, or that User may, to some extent, lose the right to require the stipulated compliance with the terms of these terms in other circumstances.

Article 2. Quotation and offers

- 1 All offers and quotations by User are free of obligation. If and when the offer has been terminated for acceptance, the offer will expire after that date. A quote or offer will expire if the product on which the quote or offer relates is in the meantime no longer available
2. User cannot be expected to conform to their offers if the counterparty can reasonably expect that the quotations or offers, or a part of it, contains an apparent error or a mistake in the description.
3. The prices mentioned in the quotation are excluding VAT and other levies from government, any costs regarding the agreement, of which travel, residence, shipping and administration costs, unless stated otherwise.

4. If the conflict (whether or not about subsidiary topics) deviates from the offer from the quotation, then User is not obliged to comply. Then the agreement does not come about conforming this deviating conflict, unless user states otherwise.

5. A composed pricing does not oblige User to perform any part of the assignment for a conforming part of the stated price. Offers or quotations do not automatically apply to any future orders.

Article 3. contract duration, delivery period, performance and altered agreement.

1. The agreement between User and Counterparty is contracted for indefinite time, unless the nature of the agreement follows differently or if parties explicitly or by letter agree differently.
2. When for completion of certain activities or for the delivery of certain goods a deadline is agreed or set, this is never a fatal deadline. When a deadline is exceeded, the counterparty has to inform the default to the user by pen. Then, user has to be offered a reasonable deadline to execute the agreement yet.
3. If User needs information from the Counterparty, the deadline does not commence but after the Counterparty has offered this information correctly an completely. Unless the User explicitly states that the deadline does commence.
4. Delivery happens ex works of User. The counterparty is required to take the goods at the moment that they are available. If the counterparty refuses or neglects to provide any information or instructions necessary for the delivery, then user is authorized to store the goods at the cost and risk of the Counterparty.
5. User is authorized to have certain activities executed by third parties.
6. User is authorized to execute the agreement in separate phases and thus invoice every executed separate part.
7. If the agreement is executed in separate phases, user can postpone executing the different parts belonging to the next part until the Counterparty has approved the prior phase by pen.
8. If it appears during the execution of the agreement that for the proper execution of it, it is necessary to change it, then both parties will in a timely manner and in consultation proceed to alter the agreement. If the nature, size or content of the agreement, whether or not requested or instructed by the Counterparty, an authorized party et cetera, is altered and is therefore altered qualitatively or quantitative, then this can have consequences for that which has originally been agreed on. Thereby the originally agreed sum can be raised or lowered. User will do this in advance as far as this is

possible. An alteration of the agreement, might furthermore change the originally specified deadline. The counterparty accepts the possibility of an alteration of the agreement, including the alteration of the price and the deadline of the assignment.

9. If the agreement is going to be altered, including any additions, then User is authorized to do this execution first after this has been agreed on by the qualified person within User and the Counterparty has agreed on the execution of the given price and other terms, including the to be determined time at which this will be executed. Not or not in a timely manner executing the altered agreement does not yield a maladministration by the user and is also no ground for Counterparty to discontinue the agreement. Without failing the agreement, user can decline a request of alteration, if this might have qualitative or quantitative consequences for the in that context to be executed activities or deliveries.

10. If the counterparty is defaulting in the sound compliance of which he has been held on by User, then the counterparty is responsible for all damage (including costs) at Users' side originating either directly or indirectly.

11. If User agrees with Counterparty on a fixed price, then User is nevertheless always authorized to raise this sum without authorizing Counterparty to discontinue the agreement on this basis, if the increase of the price comes from an authority or obligation as a consequence of the law or regulations or has its origins by an increase of the prices of raw materials, wages et cetera, or at any origin that could not have been reasonably foreseen at the time of agreement.

12. If the increase of the price is different from a consequence of an alteration of the agreement by more than 10% and takes place within three months after agreeing, then only Counterparty can appeal to title 5, section 3 of book 6 of the civil code of The Netherlands and is authorized to discontinue the agreement by a written statement, unless User is still willing to execute the agreement based on what has originally been agreed on, or when the increase in price comes from an authority or an obligation as a consequence of the law or stipulated that the delivery will take place after three months after the agreement.

Article 4. Suspension, termination and mid-term cancelation of the agreement.

1. User is authorized to suspend the compliance of the obligations or to terminate the agreement, when:

- The counterparty does not, partially, or in a timely manner comply to the agreement;
- After making the agreement User gets knowledgeable circumstances that give him good ground to fear that the Counterparty is not going to comply to the obligations;
- The counterparty has been requested to provide

certainty for complying to the obligations from the agreement and this certainty is held off or insufficient.

- If by delay from Counterparties' part User can no longer be expected to be able to comply to the agreement of the originally agreed conditions.

2. Furthermore User is authorized to terminate the agreement if the circumstances occur that are from such nature that compliance of the agreement is impossible or if otherwise circumstances occur that are of such nature that unchanged conservation of the agreement cannot reasonably be required from User.

3. If the agreement gets terminated, the claims from User on Counterparty are immediately demandable. If user suspends the compliance of the obligations, he keeps his claims from the law and the agreement.

4. If User proceeds to suspend or terminate, he is in no way held to compensate damage and costs originating as a consequence of this.

5. If the termination is accountable to the Counterparty, User is authorized to get compensation, including costs originating directly or indirectly.

6. If the agreement gets terminated mid-term by User, User will in compliance with Counterparty try to take care of the transfer of the remaining activities to a third party. This, unless the counterparty is accountable for the termination. If the transfer involves extra costs for the transfer of the activities, then these will be charged at the cost of Counterparty. The Counterparty is held to meet the costs within the mentioned deadline, unless User states differently.

7. In case of liquidation, of (request of) **surcéance** of payment or bankruptcy, of seizure – if and to the extent that the seizure is not lifted within three months – at the expense of the Counterparty, of debt restructuring or any other circumstance causing the Counterparty to no longer have free access to his capital, User is free to immediately and with immediate effect cancel the agreement, without any compensation or indemnification. The claims from User on Counterparty are in that case immediately demandable.

8. If the Counterparty cancels or partially cancels the made order, then the for that purpose ordered or prepared goods, multiplied with any supply-, removal- and delivery costs for it and the for the execution of the agreement reserved labor time, integral to the Counterparty will be charged.

Article 5 Force Majeure

1. User is not held to comply to any obligation towards the Counterparty if he gets hindered as a consequence of a circumstance that cannot be accounted to fault, nor under any circumstances the law, a legal act or any in the traffic valid views be charged for it.

2. Force Majeure is in these terms and conditions understood as, besides which is concerned in law and jurisprudence, all from the outside coming causes, foreseen or not foreseen, at which User has no influence, however is not able to comply to his obligations. Working strikes in the company of User or of third parties included. User also has the right to appeal to Force Majeure if the circumstance that (further) prohibits compliance of the agreement, supervenes after User had had to comply to his commitments. In case of illness of the contractor, or the employee that has to execute the activities.

3. User can during the period that the Force Majeure takes place, suspend the obligations from the agreement. If the period takes longer than two months, then every one there is entitled to terminate the agreement, without obligation to compensate the other party.

4. As far as User can at the time of the beginning of the Force Majeure comply to part of the agreement, then user is entitled to separately invoice that part respectively. The counterparty is held to meet this invoice as if it is a separate agreement.

Article 6 Payment and collection fee

1. Payment has to occur within 14 days after the invoice date, at a by the user indicated manner by the currency of the invoice, unless stated written otherwise by User.

2. If the Counterparty fails to pay an invoice in a timely manner, then the Counterparty is in default by law. De counterparty is then indebted by an interest rate of 1% per month, unless the legal interest is higher, in which case the legal interest is indebted instead. The interest over the demandable sum will be calculated from the moment that the Counterparty is in default until the moment of payment of the entire indebted sum.

3. User has the right to let the already done payments in the first instance stretch in deduction of the costs, then in deduction of the opened up interest and at last in deduction of the entire sum and the current interest rate.

4. User can, without defaulting, decline an offer of payment, if the Counterparty designates a different order for the allocation of payment. User can decline the entire redeem of the principle amount, if this does not as well meet the opened up and current interest rate and collection fee.

5. The Counterparty is only entitled to miscalculation of his to user indebted sum after explicit written permission of user.

6. Objections to the amount of the invoice do not suspend the obligation of payment. The counterparty cannot appeal to department 6.5.3 (the articles 231 up to and including 247, book 6 Civil Code of The

Netherlands) and is neither entitled to suspend the payment of an invoice for a different reason.

7. If the counterparty is in default in the (timely) compliance of his obligations, then all reasonable costs to get to comply become extrajudicially for the account of the Counterparty. The extrajudicially costs get calculated according to common Dutch debt collection practices, currently the calculation method according to Report Forwork II (Rapport Voorwerk II). If user however made more costs for debt collection that were reasonably necessary, the actual costs then get eligible for compensation. Any judicial and execution costs will be kedged from the Counterparty as well. The Counterparty is also indebted to the interest rate of the indebted collection fee.

8. User is always authorized to require a deposit.

Article 7. Retention of title

1. All by User in the context of the agreement delivered goods remain property of User to the moment that Counterparty has soundly complied to all obligations from the agreement(s).

2. The by User made goods, that in terms of paragraph 1 belong to the retention of title, are not allowed to be resold and are never allowed to be used as a paying method. The Counterparty is not authorized to mortgage the goods subject to custody or in any other way object them.

3. The Counterparty always has to do that which can be reasonably expected from him to secure the property rights from User.

4. If a third party seizes the goods subject to custody or wants to establish or assert any rights on them, then Counterparty is required to immediately inform User.

5. The Counterparty commits himself to insure the goods subject to custody and keep them insured for fire, explosion and water damage, as well as thievery and show the policy of this insurance for perusal at the first request of User. With any payment of this insurance User is entitled to the money. As far as necessary does Counterparty connect himself in advance to User to grant all which is (or appears to be) necessary or desirable in that context.

6. In the case that User wants to practice the in this article indicated property rights, then counterparty gives in advance unconditional and irrevocable permission to User and by User chosen third parties to enter all the locations where the properties from User are stored and take these goods back.

7. The Counterparty is required at bankruptcy, surceance of payment, or debt restructuring to inform the curator or administrator about the goods subject to custody.

Article 8. Warranty, research and advertisements, limitation period.

1. The to be delivered goods by User comply to the usual requirements and norms which can be reasonably demanded at the moment of delivery and for which they are intended with normal use in The Netherlands. The in this article indicated warranty applies to goods intended for use within The Netherlands. For use outside the Netherlands the Counterparty himself should verify if the use of it is suitable for the use there and meets the conditions which are being put to it.

2. The in paragraph 1 of this article indicated warranty does only apply for a period of ½ a year after delivery, unless resulting differently from the nature of the delivered goods, or the parties agreeing differently. If the by the user provided warranty concerns a good that has been produced by a third party, then this warranty limits itself to that, which has been provided by the supplier of the good, unless stated otherwise.

3. Every form of warranty will expire if a deficiency has originated as result of or resulting from injudicious or improper use of it or use after the expiration date, improper storage and/or by third parties when, without written permission from User, the Counterparty or third parties made any changes to the good or tried to do so, attach other goods to it that should not be attached to it or if these were processed or edited in a different manner than has been prescribed. The Counterparty can neither claim warranty if the deficiency as a result of circumstances where User cannot exercise any influence, including weather conditions (for example but not exclusively, extreme rainfall or temperatures) et cetera. The warranty will expire if there are deficiencies as a result of too low tensions.

4. The Counterparty is held to (let) inspect the delivery, immediately at the moment that the goods are provided respectively when the concerning activities are executed. The counterparty has to thereby inspect if the quality and/or quantity of the delivery corresponds to with which has been agreed and meets the demands that parties in this regard agreed on. Any visual deficiencies are to be reported within seven days after the delivery by pen to User. Any not visible deficiencies are to be immediately, however ultimately within fourteen days, after discovery of it however one year after execution of the agreement, be reported to User by pen. The report has to contain an as detailed as possible description of the deficiency, so that User is able to respond adequately. The Counterparty has to give User the opportunity to (let) research the complaint.

5. If the Counterparty reclaims in a timely manner, does it not suspend his obligation for payment. The Counterparty remains in that case held to take the order and do the payment of the otherwise ordered goods.

6. If a deficiency is reported later, then the Counterparty is no longer entitled to reparation, replacement or compensation.

7. If it is clear that a good is deficient and is in this regard reclaimed in a timely manner, then User will within a reasonable time after return receipt of the deficient good or, if return is reasonably not possible, by written notice concerning the deficiency by the Counterparty, at the choice of User, replace or take care of reparations for it or replace compensations for it, comply to the counterparty. In case of replacement the Counterparty is held to return the replaced good to User and provide property to User, unless user states otherwise.

8. If it becomes apparent that a complaint is baseless, then the costs originating as a result of it come, including the research costs, made at the side of User, integral on behalf of Counterparty.

9. After the course of the warranty time all costs for repairs or replacement, including administration, shipping and call out costs are charged to the Counterparty.

10. notwithstanding to the statutory limitation period, amounts the limitation period of all claims and defenses against User and the by User for the execution of the agreement third parties, one year.

Article 9. Liability

1. If User might be liable, then this liability is limited to which is arranged in this provision.

2. User is not liable for damage, for whatever nature, originating because User assumed the by or the on behalf of Counterparty prescribed incorrect and / or incomplete information.

3. If User might be liable for any one damage, then de liability of User is limited to a maximum of two times the invoice value of the order, At least to that part of the order that relates to the liability.

4. The liability of User is in any way always limited to the returned sum from his insurer if applicable.

5. User is exclusively liable for direct damage.

6. Direct damage is understood as the reasonable costs for assertion of the cause and the amount of damage, as far as this assertion relates to damage in the sense of these conditions, the possible reasonable costs made to answer to the inadequate performance of User to the agreement, as far as these can be accounted for User and reasonable costs, made to prevent or limit the damage, as far as the Counterparty can demonstrate that these costs have led to limit direct damage as intended in these terms and conditions.

7. User is never liable for indirect damage, including consequential damage, lost profits, missed savings and damage from business stagnation.

8. The in this article included limits to the liability do not apply if the damage is deliberate or a serious error of user or his supervising subordinates.

9. The user is never liable for damage in case of Force Majeure as intended in article 5.

Article 10. Risk-transfer

1. The risk of loss, damage or depreciation switches to Counterparty at the moment that the goods are taken to Counterparty to transfer the ownership to Counterparty.

Article 11. Indemnification

1. The Counterparty indemnifies User for any claims from third parties, who in the context of the execution of the agreement suffer damage and whereof the cause is attributable to another than the User.

2. If User for this purpose might be addressed by a third person, then the Counterparty is held to assist User outside as well as in court and immediately do all that can then be expected from him. If the Counterparty fails to adequate measures, then User is, without notice of default, entitled to proceed by himself. All costs and damage originating at the side of User and third parties, become integral at the expense and risk of the counterparty.

Article 12. Intellectual property

1. User retains the rights and abilities before him on the basis of the Copyright law and other intellectual laws and regulations. User has the right to use the for the execution of the agreement forwarded knowledge for other purposes as well, as far as this does not spread confidential information about Counterparty to third parties.

Article 13. Applicable law and disputes

1. With all legal relationships where User is a party, only Dutch law is applicable, also if a commitment is fully or partially executed abroad or if the other legal relationship concerning party has residence abroad. The applicability of the Viennese Purchase treaty is precluded.

2. The judge in the location of User is by exclusion authorized to take note of disputes, unless the law compulsory prescribes differently. Nevertheless user has the right to present the dispute to the according to the law authorized judge.

3. Parties will first appeal to the judge after they have exerted themselves to the limits to settle the dispute.

Article 14. Location and amendments to the conditions.

1. These conditions are deposited at the Chamber of Commerce region Rotterdam.

2. The sent version is always applicable. The version that applied at the time of creation of the legal relationship with user.

3. The Dutch text of the terms and conditions is always determinative for its explanation.