

Article 1 General

- 1.1. These general terms and conditions (the Conditions) apply to and form an integral part of all requests, offers and agreements to which Gerritsen Group is a party. If during the maturity of an agreement the Conditions will be amended the most recent set of the Conditions apply by operation of law. These Conditions shall also apply to all subsequent agreements between Gerritsen Group and Client.
- 1.2. Gerritsen Group: all subsidiaries of Gerritsen Group B.V. that are party to requests, offers and agreements.
- 1.3. Client: any natural person or legal person that engages Gerritsen Group to execute specific work as specified in the agreement between the parties in force.
- 1.4. Amendments to these Conditions will only be effective if they have been agreed in writing and will not create any precedent to subsequent agreements.
- 1.5. Terms and conditions applied by Client, of whatever nature or any name whatsoever will be, regardless of any specific provisions in these conditions, never applicable to the relationship between Gerritsen Group and Client and are hereby explicitly rejected.

Article 2 Scope of work

- 2.1. Transport: activities (work) where Gerritsen Group undertakes to transport goods as a carrier or has the activities carried out by a third party carrier. The work includes only the actual carriage; moving things on board by different means of transport (land, air and sea). Loading and unloading are explicitly not covered nor is transshipment, storage (whether or not pending for transit) and lifting or any other activity that does not consist of moving the goods. Except these Conditions additional conditions will apply such as but not limited to the usual national and international laws and regulations apply, including but not limited to AVC, CMR, Fenex conditions Article 8: 1080 et seq of the Civil Code Act and sea transport.
- 2.2. Lifting: work where Gerritsen Group undertakes to perform by means of lifting equipment lifting operations, all this in the broadest sense, as well as the provision of such lifting equipment with or without operator. It is expressly agreed that Lifting also includes the loading and unloading of means of transport, as well as, where appropriate, transfer the goods to warehouses or change from means of transport to another or otherwise transfer. Apart from these Conditions other general terms and conditions customary for Lifting will apply e.g. legislation reflecting working conditions.
- 2.3. Assembly work: work where Gerritsen Group undertakes to dismantle or mount equipment designated by Client, including internal movement activities such as the fixing or dismantling or jacking-up of articles on/off the foundation, or to (electrically) or disconnect machines of goods whether before or after the Transport, and the preparation of the same for transportation at the departure location all this in the broadest sense. In addition to these Conditions additional national and international rules and legislation will be applicable including but not limited to, general conditions Metal Union.
- 2.4. Storage: work where Gerritsen Group undertakes to store goods for a certain agreed period of time on behalf of Client. Client is responsible for the delivery of the goods at the location indicated by Gerritsen Group. Activities of Gerritsen Group reflecting the transport of the goods upon request of Client are not covered by the term Storage but will be governed by the applicable Transport and Lifting regulations. During the term the goods are stored at a location of Gerritsen Group Client itself is responsible to insure the goods adequately. The goods are not covered by any insurance of Gerritsen Group. In addition to these Conditions general national and international law and regulations will be applicable such as but not limited to the "Fenex" conditions.
- 2.5. Unworkable weather: weather conditions that hinder work with hydraulic crane at higher altitudes or make it even impossible to work. This is including but not limited to wind-force 5 Beaufort or more, dense fog or heavy rain or circumstances which are considered unworkable by the employee of Gerritsen Group which of course will be substantiated.

Article 3 Offers and agreements

- 3.1. All offers made by Gerritsen Group are without any obligation and may at any time without giving reasons be changed or be revoked by Gerritsen Group.
- 3.2. Assembly (and disassembly) can only be performed if the premises is safe and easily accessible and equipped with all necessary and approved electricity, gas and other utilities. It is absolutely not acceptable if any hazardous material is present in the premises. In case of any doubt regarding the safety or presence of hazardous goods Gerritsen Group may without being liable for any damages suspend the works.
- 3.3. An agreement becomes effective after written confirmation of Gerritsen Group. Amendments to the agreement can only be done in writing and confirmation of Gerritsen Group.
- 3.4. Gerritsen Group is entitled to fulfill its obligations with the assistance of third parties or subcontract to third parties without any additional approval of Client being required. Conditions applied by the third party will be applicable by operation of law.
- 3.5. Client is responsible for and will take care of obtaining all necessary permits, licenses, road closures and other approvals necessary for the work to be carried out by Gerritsen Group.
- 3.6. Before commencing with the execution of the agreement and at any stage of the work in process Gerritsen Group is entitled to require additional security from Client for the fulfillment of its obligations. As long as Client has not put the additional security, Gerritsen Group may without any liability for any kind of damages suspend its performance or in case Client remains in default after a notice of default with a reasonable notice period, dissolve the agreement extrajudicial.
- 3.7. The duration (time) specified in the agreement of the work is only an indicative time limit and not a strict deadline. Therefore Gerritsen Group accepts no liability for any damage resulting from the excess of the indicated period.
- 3.8. Gerritsen Group will perform the work agreed in compliance with the necessary care and diligence as may be expected from an experienced entrepreneur.
- 3.9. Gerritsen Group will **not** take **any** insurance for the benefit of Client regarding the activities under an agreement.

Article 4 responsibilities of Client

- 4.1. Client guarantees Gerritsen Group that it will inform Gerritsen Group correctly and completely with respect to all facts and circumstances related to the activities and the associated conditions and is responsible for incorrect or inaccurate c.q. late instructions.
- 4.2. Client bears the responsibility for the lack of (timely) provision of the material and equipment at the agreed time.
- 4.3. If the performance of the activities requires additional material and equipment Client bears the responsibility for determining the timing and availability at the start of the works. If during the execution of the work Gerritsen Group has to wait due to non-observance of Client Gerritsen Group is entitled to full reimbursement of all associated costs in accordance with the rates applicable at that moment.
- 4.4. Cancellation or postponement of Lifting, Transport and Assembly must be made no later than 72 hours prior to the scheduled time. If Client cancels less than 72 hours prior to the scheduled timing he owes the total price as if the work had been executed.

- 4.5 Client is responsible for taking out adequate insurance coverage necessary for the work to be performed including at least an adequate, totally covering liability for all direct and indirect damages. At the first request of Gerritsen Group Client shall disclose the relevant insurance policy and proof of payment the premium of said insurance.
- 4.6 Client shall in preparation for the execution of the activities ensuring a workplace and working conditions which comply with the provisions of the legislation reflecting working conditions and the provisions of Article 7: 658 e.v.BW and or equivalent thereof.
- 4.7 Client shall provide all necessary information and instructions that are useful and necessary for the execution of the work. Client is also responsible for providing an adequate amount of the necessary protective equipment.
- 4.8 Client provides timely and thus prior to the start of the activities all the necessary information about the required professional qualifications required for the execution of the work as well as the Risk Inventory and Evaluation (RI & E) report containing the specifics of the workplace.
- 4.9 Client will for the purpose of the execution of the activities fully cooperate with Gerritsen Group. If necessary Client will upon first request of Gerritsen Group appeal to the owner of the property and in case of bankruptcy appeal to the receiver regarding the absence or not proper functioning of the necessary facilities. Client may also authorize Gerritsen Group to act in his name and on his behalf and appeal directly to the owner and or the receiver.
- 4.10 In case an employee suffers an industrial accident or occupational disease, Client shall inform without delay the competent authorities of this and ensure that as soon as possible a written report will be drafted and available. In the report the circumstances of the accident will be recorded appropriately so that material facts and circumstances can be clearly deduced. Client informs Gerritsen Group as soon as possible about the accident or occupational disease, and will make available a copy of the relevant report to Gerritsen Group.

Article 5 Quotes, pricing

- 5.1 All prices quoted are exclusive of VAT and other taxes, fees, fines and / or periodic penalty payments related to the execution of the agreement and which may be additionally imposed by government or other authorities.
- 5.2 The quotation is based upon execution of the work during normal working hours per day (7:00 a.m. to 6:00 p.m.), as well as in normal and usual and customary working conditions applicable in the country where the work is carried out.
- 5.3 If, after the date on which the contract has been signed and becomes effective a change in price-determining factors occurs such as but not limited to purchase prices, labor costs, taxes and fees, social security contributions, freight costs, insurance costs Gerritsen Group is entitled to amend the price accordingly.

Article 6 Payment, interest and costs

- 6.1 Client is obliged to pay the invoices in full and without any right to discount or set-off or withholding of any nature within 30 (thirty) days after the invoice date to the account indicated by Gerritsen Group. Failing payment within this period, constitutes an immediate breach and default by Client without any further notice is required. From the due date until full payment Client is indebted an interest equal to 5.25% above the ECB's deposit rate over the amounts owed.
- 6.2 Client can only pay in discharge in case the amount has been received at the indicated bank account. Client bears the risk of transfer to a wrong account number whatever reason (e.g. fake invoice).
- 6.3 In case Gerritsen Group starts a debt collection all related costs thereto, including all legal, assistance costs, both judicial and extra-judicial, are for the account of and will be borne by Client.
- 6.4 Gerritsen Group is entitled to retain goods, documents and funds from Client as security until all claims, both existing and future claims, for whatever reason, will be fulfilled in its entirety. Gerritsen Group will not accept any liability for these goods nor will it insure them. Client will remain responsible for any insurance.
- 6.5 Each payment made by Client shall primarily serve as payment of costs incurred by Gerritsen Group (6.3) and interest (6.1). The remainder will then be deducted from the outstanding amount.

Article 7 Liability

- 7.1 Gerritsen Group will only be liable for direct damages suffered by Client and which are a direct consequence of an attributable and demonstrated failure of Gerritsen Group with respect to the fulfillment of the agreement.
- 7.2 In no event, whether as a result of an attributable breach of contract, warranty, tort (including negligence of any degree), patent infringement or otherwise Gerritsen Group or its sub-contractor, shall be liable for any special, consequential, incidental, indirect or exemplary damages including but not limited to: loss of profit or revenue, loss of use of the goods, facilities, services, downtime costs or claims from Client or its employers for such damages or costs incurred by Client in preventing or mitigating such damages.
- 7.3 The total liability of Gerritsen Group arising from said events (7.1) is limited to the value of the original invoice with a maximum of € 20,000 per contract.
- 7.4 Client will indemnify Gerritsen Group in full for all third party claims possibly resulting from the agreement concluded between the parties.
- 7.5 Each and any right of an action will lapse after 12 months.
- 7.6 If during the performance of the work material and equipment not property of Gerritsen Group is being used then Gerritsen Group will not accept any responsibility for this material and equipment.
- 7.7 If Client wants to take over this material and equipment he agrees to accept the material and equipment "as is" without any further guarantee from Gerritsen Group will be required. Client will indemnify Gerritsen Group against any claim whatsoever nature.

Article 8 Force Majeure

- 8.1 In the event that performance of the obligations is hindered temporarily as a result of Force Majeure the party will notify the other party.
- 8.2 Force Majeure means an exceptional event or circumstance which is beyond a party's control, which such party could not reasonably have provided against before entering into the agreement which having arisen such party could not reasonably have avoided or overcome.
- 8.3 Force Majeure will not be considered as a reason for non-compliance with the agreement and the affected party may suspend the work without being liable for any damages, loss and lost profit whatsoever nature.
- 8.4 Force Majeure shall in any event include: strike, refusal to work, lack of transportation, government regulations, war, rebellion, riot military and / or terrorist acts, munitions of war, contamination by radio-activity, quarantine, epidemics company disorder, excessive sickness, storm, natural disasters, fire, floods particular situation by frost and other excessive weather conditions etc..

- 8.5 In case the agreement will be terminated as a result of Force Majeure Gerritsen Group is entitled to payment of the works carried out till the moment of Force Majeure.

Article 9 applicable law and jurisdiction

- 9.1 These Conditions and subsequent offers and agreements including disputes regarding the existence, validity and/or termination thereof are governed exclusively by and interpreted in accordance with Dutch law.
- 9.2 All disputes arising will be brought before the competent court in 's-Hertogenbosch that has jurisdiction.