

## General part

### ARTICLE 1 DEFINITIONS

The terms used in these general terms and conditions are defined as follows:

- **Bredenoord:** The private limited liability company Bredenoord BV or affiliated legal entities, which declares these terms and conditions applicable as part of a Quotation or an Agreement with a Client.
- **Client:** The legal entity that or natural person who instructs Bredenoord to sell Products and/or perform Work or receives a Quotation from Bredenoord for the same, or acts as counterparty to Bredenoord in any other way.
- **Agreement:** The Agreement concluded between Bredenoord and the Client to which these general terms and conditions as well as any additional terms and conditions are declared applicable.
- **User Location:** The location indicated in the Agreement to which the Products will be delivered and/or where the Work will be performed.
- **Information:** Figures and drawings, models, descriptions, software, technical information and so on that is part of the Quotation.
- **Products:** All Products sold by Bredenoord to the Client as described in more detail in the Quotation or the Agreement.
- **Quotation:** Written informal offer by Bredenoord to a (potential) Client.
- **Services:** All Services provided or to be provided by Bredenoord as described in more detail in the Quotation or the Agreement.
- **Work:** The activities related to the installation, construction, assembly and, where appropriate, maintenance of the Products.
- **Delivery:** The moment at which Bredenoord has confirmed to the Client that the Products have been delivered to the User Location and/or the Work has been completed.
- **Written/In Writing:** By means of a paper or digital document from (authorised) representatives of Bredenoord (and/or the Client).

### ARTICLE 2 APPLICABILITY

1. These General Terms and Conditions apply to all Quotations from Bredenoord and to all Agreements, under whatever title, concluded between Bredenoord and the Client.
2. Deviating conditions will only apply in so far as they have been explicitly accepted by Bredenoord In Writing and will only apply to the relevant Agreement or Agreements.
3. Bredenoord does not accept and explicitly rejects applicability of terms and conditions of purchase and/or other terms and conditions of the Client.

### ARTICLE 3 QUOTATION, DRAWINGS, CALCULATIONS, DESIGNS

1. Bredenoord's offer as included in the Quotation is subject to contract, unless explicitly and unambiguously stated otherwise in the Quotation itself.
2. If the Client provides information, drawings and suchlike, Bredenoord may assume that these are correct and complete and it will base its Quotation on these.
3. The Client may not derive any rights from advice and information received from Bredenoord if this is not directly related to the Agreement.

### ARTICLE 4 FORMATION OF THE AGREEMENT

1. An Agreement will only be formed by written acceptance by the Client of the offer as referred to in Article 3 of these General Terms and Conditions or by confirmation by Bredenoord of an instruction by the Client after receipt of an instruction or by the actual performance of the relevant instruction by Bredenoord or the delivery of Products and/or the performance of the Work and/or the provision of the Service.
2. In the event of activities for which no Quotation or Agreement is sent because of their nature or scope, the invoice will also serve as proof of formation of the Agreement.
3. Every Agreement is entered into on the condition that the Client is and remains sufficiently creditworthy. Bredenoord is entitled to request information from the Client to determine its creditworthiness. Bredenoord is entitled to suspend fulfilment of the Agreement until such a request had been met satisfactorily.

### ARTICLE 5 PRICES

1. All prices stated are in euros, exclusive of turnover tax (VAT) and exclusive of all other levies, fees and charges due in relation to fulfilment of the Agreement. Prices are, moreover, exclusive of costs of, for example, packaging, transport, delivery, dismantling and service/maintenance, unless explicitly agreed otherwise In Writing in the Agreement.
2. If partial deliveries are made under the Agreement, Bredenoord will be entitled to modify prices or terms and conditions in the interim for the different partial deliveries.

3. Bredenoord is entitled to pass on to the Client an increase in cost-price factors, whatever the cause, that occurs after conclusion of the Agreement. The Client is bound to pay the modified price as referred to in this paragraph at one of the following moments, to be decided by Bredenoord:
  - a. at the moment of the price increase;
  - b. at the moment that the principal sum has to be paid;
  - c. with the next agreed instalment.
4. If fulfilment of the Agreement by Bredenoord is delayed at the request of the Client or because Information and/or instructions are not provided and/or due to another cause attributable the Client, Bredenoord will be entitled to increase the price as compensation for the additional costs resulting therefrom.
5. Bredenoord may charge the costs of transport, shipment, packaging and insurance of goods to another member state to the Client inclusive of VAT.
6. The Client indemnifies Bredenoord against additional VAT assessments by the Dutch Tax and Customs Administration, as well as against all costs in any way related to such additional assessment, including interest on arrears, import interest and prosecution costs, on invoices for the delivery of goods, costs of transport, shipment, packaging and insurance of such goods for which no VAT was charged to the Client, including costs of legal and/or tax assistance called in on behalf of Bredenoord

### ARTICLE 6 PAYMENT

1. The Client must pay the invoices sent by Bredenoord on the due date stated in the Agreement and/or invoice, without any discount, deduction or setoff. The Client is not entitled to suspend its payment obligation. Bredenoord is entitled to send interim invoices.
2. If the Client fails to meet its obligations towards Bredenoord within the agreed payment term, the Client will be legally in default without any notice of default being required. As of the moment that the Client is in default until the day of full payment, the Client will owe statutory default interest of 1% on the amount due per month or part thereof, without prejudice to Bredenoord's right to compliance, dissolution or damages.
3. All costs related to the collection of amounts invoiced by Bredenoord (including extrajudicial collection costs) will be at the Client's expense. The extrajudicial collection costs amount to 15% of the principal sum, with a minimum of €250 exclusive of VAT.
4. At the time of or after conclusion of the Agreement, the Client must, at Bredenoord's request, make all advance payments to the amounts indicated by Bredenoord and/or provide security for compliance with its obligations. Bredenoord is not bound to pay interest on advance payments made or securities provided by the Client.
5. Invoices will be deemed to be accepted by the Client if Bredenoord has not received any written objection within eight days after the invoice date. Challenge of the correctness of or objection to the invoice does not result in suspension of the Client's payment obligation.

### ARTICLE 7 DELIVERY/PERFORMANCE PERIOD

1. An agreed delivery/performance period is not a final deadline unless explicitly agreed otherwise. In the event of late delivery or completion, the Client must declare Bredenoord in default in writing.
2. In determining the delivery/performance period, Bredenoord assumes that it can perform the Instruction under the circumstances known to it at that time.
3. The delivery/performance period does not start until agreement has been reached on all commercial and technical details and Bredenoord has all Information necessary for performance in its possession in writing. If (partial) advance payment has been stipulated, the delivery and/or performance period does not start until Bredenoord has received this payment.
4. Moreover, the delivery and/or performance period may be extended in the following cases:
  - a. if circumstances are different than they were known to Bredenoord when determining the delivery and/or performance period, Bredenoord is entitled to extend and/or adjust the delivery and/or performance period;
  - b. in the event of additional work, the term of delivery and/or performance will be extended by the time necessary to deliver the materials and components or have these delivered and perform the additional work;
  - c. if Bredenoord has to rely on suspension due to an act or omission on the part of the Client, the delivery and/or performance period will be extended by the duration of suspension;
  - d. in the event of force majeure or unworkable circumstances, the delivery and/or performance period will be extended by the resulting delay.



5. If the agreed delivery and/or performance period is exceeded, this does not entitle the Client to any compensation of damages, unless agreed otherwise in writing.
6. Unless agreed otherwise, the tests to be conducted prior to shipment as referred to in the Agreement will be carried out by Bredenoord during normal working hours. If no technical requirements are included in the Agreement, the tests will be conducted in accordance with common practice in the industry in question in the country of production.

#### ARTICLE 8 DELIVERY

1. Unless agreed otherwise, the warehouses of Bredenoord in Apeldoorn will be considered the delivery location. If a different delivery location has been agreed, the Client is obliged to take the measures necessary to enable unhindered delivery or assembly of the Products to be supplied or installed.
2. The Products will be at the Client's expense as of the moment of delivery or completion or as of the moment that acceptance is refused or considered to be refused within the meaning of Article 9, paragraph 2. Bredenoord is entitled to make partial deliveries at all times.

#### ARTICLE 9 ACCEPTANCE

1. The Client is obliged to cooperate with delivery/completion on the agreed date, and to receive the Products. If the Client does not accept the Products, Bredenoord is entitled to pass on any and all related costs (including costs of storage, transport and insurance) as well as damage incurred by Bredenoord to the Client.
2. Acceptance is considered to be refused if the Products ordered by the Client have been offered for delivery but delivery has proved impossible for whatever reason. The day on which delivery is refused will be considered the day of delivery.
3. If acceptance was refused on the agreed date, the Agreement will take effect on the Delivery Date and the Client will nevertheless be bound to pay Bredenoord the agreed fee.
4. The Client indemnifies Bredenoord against any and all damage and costs resulting from the non-, late or incomplete delivery, completion or fulfilment of the Agreement related to circumstances for which the Client bears the risk.

#### ARTICLE 10 INTELLECTUAL PROPERTY RIGHTS

1. Bredenoord reserves all rights of industrial property, including but not limited to copyrights, to the offers made and designs, figures, drawings, mock-ups and Products provided by it. All intellectual property rights used or developed by Bredenoord during or in connection with or ensuing from the instruction, are and remain the property of Bredenoord, regardless of whether the Client has been charged costs for manufacture of the same.
2. The Information referred to in paragraph 1 may never be reproduced, used or disclosed to third parties without Bredenoord's prior written consent. The Client will owe Bredenoord an immediately due and payable penalty of €50,000 for each violation, without prejudice to Bredenoord's right to claim full damages and compliance with this article.
3. If parties agree in writing that an intellectual property right to Products specifically developed for the Client will pass to the Client, this will not affect Bredenoord's right or option to use and/or exploit without any limitation the parts, general principles, ideas, designs, documentation, works, protocols, standards and suchlike on which such development is based for other purposes, either for itself or for third parties. The transfer of an intellectual property right also does not affect Bredenoord's right to make developments for itself or a third party that are similar to or derived from those that have been or will be made for the Client.
4. The Client guarantees that there are no third-party rights that oppose disclosure of information to Bredenoord of information and/or materials for the purpose of use, processing, installation, assembly or maintenance by Bredenoord. The Client indemnifies Bredenoord against any and all third-party claims based on the assertion that such disclosure, use, processing, installation, assembly or maintenance infringes any third-party right.

#### ARTICLE 11. PERMITS/FACILITIES

1. The Client is responsible for and must ensure at its own expense that the required permits, exemptions and inspections are available in due time prior to the construction, installation, completion, use and dismantling of the Products.
2. The Client will ensure that Bredenoord can perform its activities without interruptions and at the agreed time and that it will have the necessary facilities at its disposal for the performance of its activities.
3. The Client indemnifies Bredenoord against any and all damage and costs, including loss of profits, resulting from the non-delivery, late delivery or incomplete delivery or outcome of the Agreement as a result of or in connection with non-compliance with the provisions of this article.

4. The Client must ensure transport of the Products itself (as such, transport will be at the Client's expense and risk, unless agreed otherwise). The Client will indemnify Bredenoord against possible third-party claims in this matter.

#### ARTICLE 12 COMPLAINTS

1. The Client must inspect or have a third party inspect the Products delivered by Bredenoord upon Completion or as soon as possible afterwards (and within 24 hours at the latest). In doing so, the Client must verify whether the goods delivered meet the Agreement, viz.:
  - a. whether the correct goods have been delivered;
  - b. whether the quantity (i.e. number or volume) of the goods delivered is as agreed;
  - c. whether the goods delivered meet the agreed quality requirements or the requirements that may be imposed for normal use and/or normal commercial purposes.
2. The Client must report any visible defects or shortcomings found to Bredenoord In Writing, without delay but within three (3) days after they have been found at the latest.

#### ARTICLE 13 EARLY TERMINATION

1. If:
  - a. the Client applies for bankruptcy, is declared bankrupt or files for a suspension of payments; or
  - b. a decision is taken to dissolve the Client's business and/or the Client's business is dissolved or its business activities terminated or sold or the nature of the Client's business activities changes materially, in Bredenoord's opinion; or
  - c. the Client fails to comply with any of its obligations towards Bredenoord under the law or contractual provisions in whole or in part; or
  - d. the Client fails to pay an invoice amount or part thereof within the term set; or
  - e. all or part of the Client's assets are attached,the Client will be considered to be in default by operation of law and the Client's (remaining) debt towards Bredenoord will be immediately due and payable.

At such time, Bredenoord will be entitled to terminate the Agreement in whole or in part with immediate effect, without notice of default or judicial intervention being required and without prejudice to Bredenoord's other rights, such as rights related to fines and interest due and the right to suspension and/or damages. Bredenoord will not be bound to pay any damages to the Client in the event of termination of the Agreement in accordance with the provisions of this article.

#### ARTICLE 14 INDEMNIFICATION

1. The Client indemnifies Bredenoord, its directors, employees and parties engaged by it for the fulfilment of the Agreement against third-party claims resulting from the use of the Products delivered by it, the Work completed by it and/or the use and finishing of the regulations, instructions and manual provided by Bredenoord or contrary to the advice given by Bredenoord to the Client and other parties for which the Client is liable or to which the Client should pass on the instructions, manual, regulations or advice.

#### ARTICLE 15 LIABILITY AND EXPIRY

1. Bredenoord's obligation to pay damages, on whatever legal or other ground, is limited to the damage against which Bredenoord is insured under insurance it has taken out, but never exceeds the amount paid out under this insurance for the respective case.
2. If, for whatever reason, Bredenoord cannot invoke the limitation of paragraph 1 of this article, the obligation to pay damages is limited to 10% of the total contract sum (exclusive of VAT). If the Agreement consists of consignments or partial deliveries, the obligation to pay damages is limited to 10% (exclusive of VAT) of the instructions for that consignment or that partial delivery.
3. Bredenoord is in no way liable for indirect damage (including but not limited to loss of profit, lost goodwill, loss of business relations resulting from a delay or otherwise, loss of Information, missed savings, damage due to business interruption, damage to property in the care, custody or control of but not owned by Bredenoord – which includes damage caused by or during performance of the contracted Work to goods being worked on or to goods located near the location of the work–, damage caused by intention or deliberate recklessness of auxiliary persons, etc.), whatsoever named and incurred by anyone whomsoever.
4. The limitations of liability included in this article are effective on behalf of Bredenoord itself and its employees (both individually and collectively), as well as on behalf of all other parties affiliated with Bredenoord and their employees (whether or not these have been engaged for the



work). Only Bredenoord will be liable for damage incurred by the Client in connection with the work, Products and/or instruction, even if this work was performed by its employees (both individually and collectively), other parties affiliated with Bredenoord and their employees (whether or not these have been engaged for the work).

5. Bredenoord will at all times be entitled to undo the damage incurred by the Client in a manner suitable for and in line with the content of the instruction and the nature of the activities. The Client will be obliged to take measures to mitigate damage. Parties other than the Client cannot derive any rights from the Agreement and (non) fulfilment thereof.
6. Claims from the Client towards Bredenoord for compensation of damage incurred by the Client must be reported to Bredenoord immediately after discovery and will expire (i) one year after delivery of the Product, or (ii) delivery of the Work and at any rate one year after the Client discovered or should have discovered the damage. All other claims of the Client towards Bredenoord will expire within one (1) year after delivery of the Product and or Completion of the Work.

#### ARTICLE 16 FORCE MAJEURE

1. If Bredenoord is unable to meet its obligations under the Agreement in whole or in part due to force majeure, Bredenoord will not be liable for any damage incurred by the Client and Bredenoord's compliance with its obligations will be suspended until Bredenoord is once again capable of resuming the work in the agreed manner.
2. If the situation of force majeure lasts longer than two months, Bredenoord will be entitled, without any obligation to pay damages, to dissolve the Agreement in whole or in part by means of notification to that end, without judicial intervention being required, without prejudice to Bredenoord's right to payment by the Client of work already performed by Bredenoord before the force majeure situation started.
3. Force majeure is defined as all circumstances as a result of which Bredenoord is temporarily or permanently unable to meet its obligations, including but not limited to fire, extreme weather conditions, strike or lock-out, riot, war, government measures such as import and export restrictions, failure on the part of suppliers, transport problems, natural disasters, interruptions in the business of Bredenoord, the Client or suppliers that cannot be controlled, theft or misappropriation from the warehouses or workshops of Bredenoord, and moreover all circumstances under which Bredenoord cannot reasonably be required to meet its obligations towards the Client. Force majeure on the part of suppliers and the Client of Bredenoord will be considered to be force majeure on Bredenoord's part.
4. If Bredenoord has already met part of its obligations when force majeure occurs or can only meet part of its obligations as a result of force majeure, it will be entitled to invoice the part already performed or can still perform and the Client will be bound to pay this invoice as if it concerned a separate Agreement.

#### ARTICLE 17 MISCELLANEOUS

1. Bredenoord collects and processes information about the Client and officers, employees, relations or representatives of the Client (Personal Data) in connection with management of the relationship with the Client and fulfilment of the Agreement. The Client agrees that Bredenoord processes the Personal Data for these purposes. The Client also agrees that Bredenoord discloses Personal Data to its suppliers or to third parties if this is necessary for the aforementioned purposes. In connection with the above, the Client will indemnify and safeguard Bredenoord against third-party claims (including claims from the aforementioned officers, employees, relations or representatives and/or supervisors and authorities).
2. Bredenoord is entitled to engage third parties for fulfilment of the Agreement.
3. If different (legal) entities are affiliated with the Client, they will all be jointly and severally liable towards Bredenoord for all engagements resulting from the Agreement.
4. Without Bredenoord's Written consent, the Client is not permitted to use the intellectual property rights and/or photographs or illustrations of Bredenoord's Products in or for any form of documentation and/or promotional purposes for the Client and/or for third parties.
5. Both during and after termination of the Agreement, the Parties mutually undertake to observe absolute secrecy of all essential company information about the other Party of which it is or will become aware.
6. In the event of a conflicting difference between the provisions in the Agreement and these General Terms and Conditions, the provisions in the Agreement will apply and the other provisions of the General Terms and Conditions will remain in full force.

#### ARTICLE 18 APPLICABLE LAW

1. Any and all disputes arising as a result of or ensuing from the Agreement concluded with Bredenoord and/or Quotations from Bredenoord will, at Bredenoord's discretion, be brought before the competent court in the district in which Bredenoord has its registered office, without prejudice to Bredenoord's right to present a dispute before the competent court in the district in which the Client has its registered office.
2. The Agreement and/or Quotations are governed by Netherlands law. The applicability of the Vienna Sales Convention is excluded.

#### ARTICLE 19 FINAL STIPULATIONS

1. Bredenoord is entitled to amend these General Terms and Conditions. The Client will be deemed to have accepted the relevant amendment if Bredenoord has not received a Written objection within fourteen days after Bredenoord's Written notification that an amendment will be made.
2. The Client is not entitled to transfer, encumber or alienate in any other way its rights from the Agreement in whole or in part, subject to Bredenoord's Written approval. In so far as the Client wishes to transfer a Product and/or Work to a third party, the Client will have the far-reaching obligation to perform to the best of its abilities to induce the third party to take the place of the Client and take over the rights and obligations under the Agreement.
3. Bredenoord is entitled to pledge or assign its rights under the Agreement to a third party.
4. If and in so far as one or more provisions in the Agreement are or become non-binding, the other provisions in the Agreement will remain in full force. In that case, the Parties will, at the request of one of the Parties, hold consultations with the intention of reaching agreement on a new provision that corresponds to the Parties' intentions at the time the Agreement was signed. In the event of a dispute about the interpretation of the General Terms and Conditions, the Dutch text will at all times be binding.

## Specific provisions for sale

#### ARTICLE 1. GENERAL

1. These provisions apply in addition to the provisions set out under „General“ and will govern any and all sales by Bredenoord to the Client.
2. If and in so far as there is an inconsistency between the provisions in the section General and these specific provisions relating to sale, these specific provisions for sale will prevail. In the event of an inconsistency between the provisions in the Agreement and these specific provisions, the provisions in the Agreement will prevail.
3. The Parties rule out the effect of Title 1 of Book 7 of the Netherlands Civil Code.

#### ARTICLE 2. RETENTION OF TITLE

1. The Products supplied by Bredenoord will remain its property until the Client has complied with all the following obligations under any Agreement concluded with Bredenoord:
  - a. all claimable commitments under the Agreement or other agreements it has not fulfilled or will not fulfil;
  - b. all other commitments resulting from acts or omissions by the Client in connection with the Agreement including but not limited to the compensation of damage, the payment of fines, interests and costs, that it has not fulfilled.
2. The Client may not sell any of the Products delivered by Bredenoord that are covered by the retention of title under paragraph 1.
3. If the Client fails to fulfil its obligation towards Bredenoord or if there is reasonable fear of such failure, Bredenoord will be entitled to remove or instruct a third party to remove the Products delivered that are covered by the retention of title set out in paragraph 1 from third parties that are keeping the items on the Client's behalf. The Client is obligated to lend all cooperation with this, on penalty of a fine of €50,000 to be increased by €10,000 per day or part of a day that the Client fails to lend cooperation to Bredenoord (or a third party or third parties engaged by Bredenoord) and without prejudice to Bredenoord's right to claim additional damages.
4. The Client is obliged to inform Bredenoord as soon as possible if third parties wish to establish or exercise any rights to the Products delivered under the retention of title.
5. The Client is obligated, at Bredenoord's request:
  - a. to insure the Products delivered under the retention of title and keep them insured against fire and water damage and theft, and to present the insurance policy to Bredenoord for inspection;
  - b. to pledge all claims towards insurers related to the Products delivered under retention of title to Bredenoord as set out in the law (Section 3:239 of the Netherlands Civil Code);



- c. to mark the Products delivered under retention of title as belonging to Bredenoord and to keep them marked as such;
- d. to cooperate in any other way with all reasonable measures Bredenoord wishes to take to protect its retention of title in respect of the Products delivered by it and that do not unreasonably hinder the Client in the performance of its business.

#### ARTICLE 3. GUARANTEE

1. Unless agreed otherwise In Writing, Bredenoord guarantees, for new Products for a period of twelve (12) months after delivery, for revised Products for a period of six (6) months after revision, and for used Products for a period of three (3) months after delivery:
  - a. that the Products meet the specifications listed by Bredenoord;
  - b. the soundness of the structure delivered and the material used, provided that Bredenoord was free in choosing these.  
The a forementioned term of guarantee, which depends on the type of Product, will not be renewed if the Client has invoked Article 3 and Bredenoord has repaired or replaced the Product.
2. If the structure delivered and/or the material used turns out not to be sound, Bredenoord will repair or replace it as set out in more detail in the Agreement. Bredenoord may also decide (at its own discretion) to credit a proportional part of the invoice. If Bredenoord opts to repair/replace the Product, it will determine the manner and time of performance itself.
3. The Client may only invoke the guarantee after it has fulfilled all its obligations towards Bredenoord.
4. No guarantee will apply if defects are the result of:
  - a. normal wear and tear or ageing;
  - b. injudicious/improper use;
  - c. use contrary to the instructions for use of the Product;
  - d. improperly performed or lack of day-to-day maintenance;
  - e. maintenance, installation, assembly, modification or repair by the Client or third parties engaged by the Client that have not been approved by Bredenoord In Writing.
5. The provisions of paragraph 4 of this article apply accordingly to any claims by the Client for breach of contract, non-conformity or any other reason.
6. To successfully rely on a guarantee stipulated in Article 3, the Client must inform Bredenoord In Writing (i) which Agreement the Parties have concluded from which the guarantee obligation ensues, and (ii) indicate and substantiate which defect the Product is said to exhibit.
7. If the items to be delivered are used outside the Netherlands, Bredenoord will only be responsible for compliance of the Products to be delivered with the technical requirements or standards set in the Netherlands. All other technical requirements that the Client sets for the Products to be delivered and that deviate from the normal requirements, must be explicitly reported at the time the Agreement is concluded.

#### ARTICLE 4. USE

1. As long as the Products are subject to Bredenoord's retention of title, the following rules will apply to the maintenance and use of the Products.
2. The Client will use the Products carefully and in accordance with the intended use and maintenance instructions, and keep the Products in good condition and state of repair at its own expense, with the exception of normal wear and tear and ageing. All costs of maintenance of the Products will be at the Client's expense.
3. Without Bredenoord's prior Written consent, the Client will not make or tolerate any changes in and/or to the Products or attach materials to and/or on the Products.
4. Any modifications and/or repairs may only be made by Bredenoord, unless the Client has been given written approval to perform the work itself or instruct a third party to do so.

#### ARTICLE 5 RISK

1. The risk for the Products to be delivered by Bredenoord will be at the Client's expense as of the moment of delivery as set out in Article 8 of the General Terms and Conditions.

## Specific provisions for assembly and installation

#### ARTICLE 1. GENERAL

1. These provisions apply in addition to the provisions set out under „General“ and will govern any and all Agreements under which the Parties have agreed that Bredenoord will perform assembly and/or installation work in connection with a Product.
2. If and in so far as there is an inconsistency between the provisions in the section General and these specific provisions, these specific provisions for assembly and installation will prevail. In the event of an inconsistency between the provisions in the Agreement and these specific provisions, the provisions in the Agreement will prevail.

#### ARTICLE 2. ASSEMBLY AND INSTALLATION

1. All furnishings and fittings and/or facilities at the User Location that are necessary for positioning the Products to be assembled and/or the proper functioning of the assembled Products will be at the Client's expense and risk and fall beyond the scope of Bredenoord's responsibility, unless otherwise agreed In Writing. Apart from this last exception, the Client will be fully responsible and liable toward Bredenoord for the correct and timely provision of the aforementioned furnishings and fittings and facilities.
2. The Client will ensure, at its own expense and risk:
  - a. that Bredenoord staff can start the work as soon as they arrive at their destination and will furthermore at all times be given the opportunity to perform the work during normal working hours and also outside of normal working hours if Bredenoord considers it necessary to put the beginning and/or end of the work outside normal working hours and Bredenoord has informed the purchaser/Client of this in a timely manner;
  - b. that the User Location where the Work is realised meets all statutory requirements and safety regulations;
  - c. that the required permits have been obtained and are present before the start of the work to be performed by Bredenoord at the location where the work will be performed and that all applicable statutory provisions will be complied with;
  - d. that the access roads to the assembly location will be suitable for transport;
  - e. that the designated construction site is suitable for storage and assembly;
  - f. that the necessary lockable storage locations for materials, tools and other goods are present;
  - g. that gas, water, electricity, heating, lighting, etc., and horizontal and vertical transport on the construction site are available at the right location on time and free of charge;
  - h. that all safety and other precautionary measures required under working conditions laws and regulations have been taken and are being enforced;
  - i. that the goods sent are present at the right location at the start of and during assembly.
3. The Client will be liable for all damage, including damage resulting from non-compliance with the obligations set out in the previous paragraph, as well as loss, theft, burning of or damage to property of Bredenoord, the Client and/or third parties, such as tools and materials intended for the work that are situated in the location where the work is performed or in another agreed location.
4. If the Client fails to fulfil its obligations as described in the previous paragraphs and this results in a delay of the work, the Client will be liable for all damage ensuing for Bredenoord from the delay and Bredenoord will moreover be entitled to extend the delivery and/or performance period by the delay caused by acts (or omissions) of the Client.

#### ARTICLE 3 TEST OF THE WORK, ACCEPTANCE TEST

1. Unless agreed otherwise, the tests set out in the Agreement that must be carried out prior to installation of the Work will be performed by Bredenoord. Bredenoord will provide the Client with a written report on the outcome of the test or tests. At its request, the Client may be present during the tests to be performed by Bredenoord.
2. If, for the proper delivery or completion of the Work, the Work must be tested by means of a trial run of the Work, the Client is obliged to give Bredenoord the opportunity, after set-up in working condition, to perform a trial run or have the Client perform a trial run, as well as to make the improvements and changes that Bredenoord considers necessary. If this results in interruption of the Client's business operations, any related costs will be at the Client's expense. If not agreed otherwise, the Work will be tested during office hours and at the location of the Work.



3. If an acceptance test has been agreed for the test of the Work, the above provisions under b of this paragraph will apply accordingly. The Client will be considered to have accepted the Work after inspection of the test, assembly or commissioning after the trial run of the Work. Any costs resulting from late or non-fulfilment of the provision set out in this article as well as the costs of the acceptance test will be at the Client's expense.

#### ARTICLE 4 CHANGES TO THE WORK

1. Changes to the Work will at any rate result in contract variations if:
2. Changes to the Work will at any rate result in contract variations if statutory provisions or government decisions in which more stringent requirements are set for the Work than stipulated in the Agreement result in changes to the Work necessary to meet these requirements.
3. Variations resulting in contract increases will be calculated on the basis of the value of the pricing factors applicable at the time the additional work is performed. Variations resulting in contract deductions will be settled on the basis of the value of the pricing factors applicable at the time the Agreement was concluded.

#### ARTICLE 5 COMPLETION OF THE WORK AND TRANSFER OF RISK

1. The Work will be considered completed:
  - a. after the Client has approved the Work;
  - b. after completion of a test as referred to in Article 3 of these specific provisions;
  - c. after Bredenoord has informed the Client in writing that the test as referred to in Article 3 of these specific provisions has been completed and the Client has not made it known in writing within 14 days after said notification that the test has or has not been completed in accordance with the specifications of the Work;
  - d. the Client has started using the Products. If the Client starts use of part of the Products, that part will be considered completed;
  - e. Bredenoord has informed the Client in writing that the Work has been completed and the Client has not made it known in writing within 14 days after said notification that the Work has or has not been completed;
  - f. the Client does not approve the Work because of minor defects or missing parts that can be repaired or delivered within 30 days and that do not hinder commissioning of the Work; or
  - g. the Client does not approve the Work based on apparently unfounded complaints.
2. If the Client does not approve the Work, it is obligated to immediately inform Bredenoord hereof in writing, stating the reasons therefor. If the Client does not approve the Work, it will give Bredenoord the opportunity to re-complete the Work within a term that is reasonable for Bredenoord.
3. The Client will be liable for damage to non-completed parts of the Work caused by the use of parts of the Work already completed, and the Client indemnifies Bredenoord, its directors, employees and parties engaged by Bredenoord for performance of the Work against third-party claims in respect of this damage.

## Specific provisions for maintenance

#### ARTICLE 1 GENERAL

1. These provisions apply in addition to the provisions set out under „General“ and will govern any and all Agreements under which the Parties have agreed that Bredenoord will perform maintenance work in connection with a Product.
2. If and in so far as there is an inconsistency between the provisions in the section General and these specific provisions, these specific provisions for maintenance will prevail. In the event of an inconsistency between the provisions in the Agreement and these specific provisions, the provisions in the Agreement will prevail.

#### ARTICLE 2 MAINTENANCE

1. The Client will be liable for all damage, including damage resulting from non-compliance with the obligations set out in the previous paragraph, as well as loss, theft, burning of or damage to property of Bredenoord, the Client and/or third parties, such as tools and materials intended for the work that are situated in the location where the work is performed or in another agreed location.
2. In the event of unplanned maintenance, Bredenoord will, at the Client's request, provide an indication of the price after it has found the cause but before it has started any other work. That indication is not binding, but Bredenoord will inform the Client as soon as it has become clear that the final price will be more than 10% higher than indicated. If, after receiving the indication or the last-named information, the Client decides that maintenance need not be performed, it will nevertheless pay Bredenoord for any work already performed by it.
3. The Client gives Bredenoord, now for then, unconditional approval for the performance of maintenance work and maintenance up to an amount not exceeding €500 for the wages and materials component.