

GENERAL TERMS AND CONDITIONS OF SALE

FOR ACCEPTING ORDERS

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GENERAL TERMS AND CONDITIONS OF SALE FOR ACCEPTING ORDERS

1 SCOPE OF APPLICATION

1. These general terms and conditions apply to all assignments provided by the client to companies belonging, individually or collectively, to Joh. Mourik & Co. Holding B.V. ('Mourik').
2. Deviations from the provisions of these general terms and conditions are only possible if and insofar as Mourik has expressly accepted these deviations in writing prior to the conclusion of the contract.
3. Third parties that Mourik engages for the execution of the assignment may also invoke these general terms and conditions.
4. Mourik will not accept any references from the client to its own terms and conditions for purchasing, tenders or other conditions and these conditions are therefore expressly rejected.

2 ASSIGNMENT

1. In these general terms and conditions, the term 'assignment' means the agreement whereby Mourik undertakes to perform the work and/or deliveries commissioned by the client, or to implement the work commissioned by the client. 'Work' is understood to mean the performance to be delivered by Mourik.
2. If the assignment is entered into in writing, it is concluded on the day Mourik signs the contract, or on the day Mourik sends a written assignment confirmation.
3. 'Contract extras' are considered to be anything that Mourik delivers and/or installs in consultation with the client during the performance of the assignment in addition to quantities expressly specified in the contract or the assignment confirmation or any work performed by Mourik over and above the work expressly stipulated in the contract or the assignment confirmation, regardless of whether these contract extras are recorded in writing.
4. Verbal assurances given by Mourik's subordinates are not binding on Mourik until and insofar as Mourik has confirmed them in writing.
5. The client may not transfer any of its rights and obligations to a third party, unless Mourik has given written permission to do so.

3 OFFER

1. All offers are without obligation, unless they stipulate a period for acceptance. If an offer includes a non-binding offer and this offer is accepted, Mourik is entitled to withdraw the offer within two working days
2. All offers are based on Mourik's execution of the assignment under normal circumstances and during normal working hours.

4 PRICE

1. The prices quoted by Mourik are excluding VAT and other government charges, unless otherwise agreed. Packaging is not included in the price and will be charged separately. Packaging will not be taken back.
2. If, after the date of concluding the assignment, one or more cost categories are subject to an increase, even if this occurs due to foreseeable circumstances, Mourik is entitled to increase the agreed price accordingly. Unless otherwise agreed, Mourik is entitled to increase its prices annually based on an adjustment for inflation.
3. The assignment also includes Mourik's authority to charge separately for contract extras carried out by Mourik, as soon as the amount to be charged is known.

5 DRAWINGS, CALCULATIONS, DESCRIPTIONS, MODELS, TOOLS

1. The drawings, size and weight specifications etc. provided are only binding if and insofar as they are expressly included in a contract signed by the parties or an assignment confirmation signed by Mourik.
2. The drawings, calculations, software, descriptions, models, tools, etc. produced or provided by Mourik remain the property of Mourik regardless of whether Mourik has charged for costs. The information contained in the foregoing or on which the manufacturing and construction method, products and so on are based remains exclusively reserved to Mourik, even if Mourik has charged for costs. Unless Mourik has given its prior written permission, the client will not copy this information, show it to third parties, disclose or use it, unless it is for the execution of the assignment.

6 DELIVERY TIME AND ACCEPTANCE

1. If the assignment given to Mourik consists exclusively of delivering materials, this will be deemed to have been accepted by the client as follows:
 - a. if it concerns ex-factory delivery, as soon as the goods have been loaded in or onto the means of transport;
 - b. if it concerns delivery free of charge: as soon as the goods have been delivered on site and, if agreed, unloaded.
2. Specified and/or agreed delivery times will never be regarded as final deadlines unless expressly agreed otherwise in writing.
3. The delivery time starts at whichever time is the latest of the following times:
 - a. the day of the conclusion of the assignment;
 - b. the day Mourik receives the documents, information, permits, etc. necessary for the execution of the assignment;

- c. the day on which the formalities necessary for the commencement of the work are completed;
 - d. the day on which the specifications, including the requisite drawings and order lists, are correct and final.
4. The delivery time is based on the working conditions applicable at the time of the assignment and on timely delivery of the materials ordered by Mourik for the execution of the assignment. If, through no fault of Mourik's, delays occur due to changes in the intended working conditions or because materials ordered for the execution of the assignment are not delivered on time, the delivery time will be extended proportionately.
5. Goods delivered by Mourik remain Mourik's property until the client has paid Mourik the amounts the client owes for these goods.

7 LIABILITY

1. If there are defects in the delivered goods for which Mourik has provided guarantees, Mourik's liability in this respect is capped at most the replacement/repair of the defective goods.
2. If Mourik has accepted, manages or performs work based on actual costs, with or without the extra delivery of materials, and there are defects in the work for which Mourik has provided guarantees, then Mourik's liability is limited to the costs of repairing the defective part in question, capped at a maximum of ten per cent of the contract price or contract sum.
3. Unless it concerns gross negligence or intent on Mourik's part, and subject to the provisions of paragraphs 1 and 2, all liability on the part of Mourik is excluded, including for trading loss, other indirect damages and damages arising from liability vis-à-vis third parties.
4. Notwithstanding the provisions of this article, any claim for damages against Mourik, except for those that Mourik has acknowledged, lapses merely by the passing of six months after the client discovers or could have reasonably discovered the damages.
5. Mourik is also entitled to invoke against the client any conditions limiting, excluding or determining liability that may be invoked against Mourik by third parties.

8 SUSPENSION AND CANCELLATION

1. If, due to force majeure, Mourik is prevented entirely or in part from carrying out the agreed work, Mourik is entitled, without legal intervention, to cancel the assignment entirely or in part, or to suspend the work entirely or in part for the duration of the period in which the force majeure occurs up to a maximum of six months, without Mourik being held to pay compensation.
2. 'Force majeure' means any circumstances beyond Mourik's control, whether or not foreseen at the time of the conclusion of the assignment, that impede the fulfilment of the assignment permanently or temporarily, including: war, the threat of war, civil war, insurrection, strikes, lock-outs of workers, transport difficulties, fire and other serious disruptions in Mourik or its supplier's business operations.
3. Mourik reserves the right to cancel the assignment entirely or in part if, in Mourik's opinion, it cannot be carried out in accordance with its standards of safety and care or in accordance with government agencies' regulations.
4. If Mourik cancels the assignment in a case as referred to in the preceding paragraphs, Mourik may charge a proportionate part of the agreed price and Mourik will not be liable to pay compensation.
5. Mourik is entitled, without judicial intervention, to cancel the assignment with immediate effect and/or to demand all its claims against the client in the event of bankruptcy or suspension of payment on the part of the client or a request to this effect or if the client does not provide adequate security for the fulfilment of its obligations immediately on Mourik's request.
6. Mourik reserves the right to suspend performance entirely or in part, without a notice of default or legal intervention being required, if it becomes apparent that the client is not complying with its

contractual and/or legal obligations in any way. Mourik will notify the client in writing of the suspension of the performance. Mourik will not be liable to pay compensation.

9 WORKING HOURS

1. Unless otherwise agreed, no work will be carried out during the evening and night, or on Saturdays, Sundays or public holidays.

10 PAYMENT

1. Payment must be made within thirty days of the invoice date, without any deduction or set-off.
2. Payment of contract extras must be made as soon as they have been charged to the client.
3. Payments made by the client always serve to settle all interest and costs due and subsequently receivable invoices that have been outstanding the longest, even if the client states that the payment relates to a later invoice.
4. In the event of late payment, the client is deemed to be in default by operation of law from the due date, and Mourik is entitled to charge statutory commercial interest, as well as all judicial and extrajudicial costs related to the collection of its claim, without any notice of default.
5. Mourik is entitled to set off amounts that Mourik is able to claim from the client at any time against amounts that it – or any other legal entity or company in which Joh. Mourik & Co. Holding B.V. (directly or indirectly) has at least a one-third interest in the share capital of that company ('Group Company') – owes the client at any time.
6. Mourik is also entitled to deduct amounts owed by Mourik to the client at any time from the amounts owed by the client to one or more other Group Companies, instead of paying those amounts to the client.

11 CLAIMS

1. All rights claimed by the client for non-performance by Mourik must be invoked in writing by registered letter within fourteen days after discovery of the defect or after the defect could reasonably have been discovered, failing which the client's rights in this respect will lapse.
2. Claims regarding invoices must be submitted to Mourik by registered letter within fourteen days of the invoice date, failing which the rights of the client in this respect will lapse.

12 APPLICABLE LAW AND DISPUTES

1. The legal relationship between Mourik and the client is governed by the laws of the Netherlands. The applicability of the Vienna Sales Convention 1980 (Convention on the International Sales of Goods) is expressly excluded.
2. All disputes arising between the parties will be settled at Mourik's discretion by:
 - the Arbitration Board for disputes in the construction industry in accordance with the rules described in the Arbitration Regulations of the Arbitration Board for the Construction Industry;
 - the District Court of Rotterdam; or
 - the body agreed between Mourik and its principal.

3. Immediately on the client's written request, Mourik will announce its choice of forum within seven working days after receipt of the said request.
4. Notifications of disputes must be in writing and addressed to the other party's agreed contact person.
5. If laws and other rules as mentioned in these general terms and conditions are replaced by new laws and rules, these new laws and rules will apply between the parties.