

GENERAL CONDITIONS

**JOH. MOURIK & CO. HOLDING B.V.
(Private Limited Liability Company)**

and its group companies

EXPLANATORY NOTES

These General Conditions apply to Joh. Mourik & Co. Holding B.V. and its group companies, and comprise the following:

Part I: General Conditions of Purchase for the Supply of Goods, Subcontracting of Works and the Hiring of Services.

- Chapter 1:** General provisions which apply to every request for quotation, every offer or quotation, and every agreement between Mourik and the Other Party.
- Chapter 2:** Specific provisions which apply to the Supply of Goods concurrently with the provisions in Chapter 1.
- Chapter 3:** Specific provisions which apply to the Subcontracting of Works concurrently with the provisions in Chapter 1.
- Chapter 4:** Specific provisions which apply to the Hiring of Services concurrently with the provisions in Chapter 1.

Part II: General Conditions of Sale for the Acceptance of Orders.

Attachment

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THE SUBCONTRACTING OF WORKS AND THE HIRING OF SERVICES**

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PART I
GENERAL CONDITIONS OF PURCHASE FOR THE SUPPLY OF GOODS,
THE SUBCONTRACTING OF WORKS AND THE HIRING OF SERVICES

CHAPTER 1: GENERAL PROVISIONS

I.1 Applicability

- I.1.1 These general conditions apply to all orders placed by group companies of Joh. Mourik & Co. Holding B.V. ('Mourik'), both jointly and individually, for the purchase of goods or services from a third party ('Other Party') or by which instructions are otherwise given to that Other Party.
- I.1.2 Deviations from the provisions of these general conditions shall have a binding effect on Mourik only if and insofar as Mourik has expressly agreed in writing to such deviations.
- I.1.3 The Other Party cannot derive any rights for future agreements from any deviations from these general conditions agreed between the parties.
- I.1.4 General conditions of the Other Party do not apply to orders, unless expressly agreed otherwise.

I.2 Order

- I.2.1 In these General Conditions, 'an Order' means an instruction from Mourik to the Other Party to deliver goods or services, or to subcontract work or works. 'Performance' means the goods or services to be delivered by the Other Party or the work or works to be executed by the Other Party.
- I.2.2 Only Mourik's written instruction or order confirmation shall result in Mourik being under a contractual obligation.
- I.2.3 The Other Party that commences Performance before receiving Mourik's written instruction or order confirmation does so at its own expense and risk.
- I.2.4 The Other Party cannot transfer any of its rights and obligations to a third party without Mourik's written consent. If consent is granted, the Other Party shall ensure that the general conditions also apply to that third party.

I.3 Invoicing and Payment

- I.3.1 Payment shall not relieve the Other Party from any guarantee and/or liability to which it is obliged under the Order or otherwise and shall not in any way whatsoever constitute a waiver of rights or approval of the Performance.
- I.3.2 The Other Party's invoices shall include the information as agreed between Mourik and the Other Party, such as its VAT number and bank account number, an Order number and a description of the Performance delivered.
- I.3.3 Mourik reserves the right to entirely or partly postpone payments if it is found that the Other Party in any way fails to meet or is in danger of failing to meet its contractual and/or legal obligations, without further notice of default or judicial intervention being required.
- I.3.4 Mourik shall at all times be entitled to set-off any amounts the Other Party may owe to Mourik at any time against the amounts that Mourik or any other legal entity or company in which Joh. Mourik & Co. Holding B.V. (directly or indirectly) holds at least a one-third interest in the share capital of that company (hereafter referred to as 'Group Company') or of which the control in the Group Company lies with Joh. Mourik & Co. Holding B.V., may owe to the Other Party at any time.

I.3.5 Furthermore, Mourik shall be entitled to pay the amounts that it may owe to the Other Party at any time, for the purpose of paying its debts to the Other Party, to one or more other Group Companies instead of to the Other Party, provided the Group Companies in question deduct the amounts received from the amounts owed to them by the Other Party.

I.3.6 Unless otherwise stated in the contract, undisputed invoices shall be paid not earlier than fortyfive days after receipt of the original invoice and not earlier than forty-five days after the date on which the Performance delivered by the Other Party has been fully completed and has been accepted by Mourik.

I.4 Periods

I.4.1 By exceeding the execution/delivery periods which have been defined for (parts of) the Performance, the Other Party shall be in default without further notice of default being required.

I.5 Failures

I.5.1 Any failure of the Other Party to meet any of its obligations shall entitle Mourik to entirely or partly cancel the Order without further notice of default or judicial intervention and/or to oblige the Other Party to compensate any damage suffered by Mourik as a result. This right applies irrespective of the seriousness of the failure and without prejudice to Mourik's other rights in connection with the failure except in those cases where this would be unacceptable according to the criteria of reasonableness and fairness.

I.6 Termination

I.6.1 Mourik shall have the right to terminate the agreement or any part thereof without further notice of default and/or prior judicial intervention being required if the Other Party has been declared bankrupt, has been granted a provisional or definitive moratorium, offers its creditors a private composition, its assets are attached or it ceases or terminates its business operations or is taken over, or if there are reasonable grounds to fear that the Other Party will fail to meet its obligations, or if any other, similar situation occurs. The same shall apply if there is a danger that one of the aforementioned situations may arise.

I.6.2 In that case, Mourik shall be entitled to terminate the agreement unilaterally by written notification.

I.6.3 In that case, Mourik shall be entitled to assign its claims against the Other Party to a third party, without being liable to pay compensation.

I.7 Intellectual Property Rights

I.7.1 Mourik shall be the titleholder to all intellectual property rights that arise during the execution of the agreement by the Other Party, which include intellectual property rights on drawings, calculations and models.

I.7.2 The Other Party warrants that delivery of the Performance and making use of the same in a normal manner will not infringe any patent, licence, copyright, trademark or any other absolute right of a third party.

I.7.3 If there is nonetheless an infringement of intellectual property rights, the Other Party has the obligation to:

- replace the delivered Performance by an equivalent Performance which does not infringe any rights, or
- obtain right of use for the delivered Performance, or
- modify the delivered Performance in such a way that infringement is no longer made,
- pay compensation for the damage resulting from the infringement.

I.7.4 The Other Party shall indemnify Mourik against all claims from third parties in connection with any infringement or alleged infringement of intellectual property rights in respect of the delivered Performance or the Performance that is still to be delivered. The Other Party shall take any measures necessary to enable Mourik to make use of the Performance in a normal manner.

I.8 Confidentiality

I.8.1 The Other Party shall maintain confidentiality regarding all data and/or information that it obtains in the context of the execution of the order and shall not divulge any of the same to third parties without the written consent of Mourik, with the exception of third parties engaged by the Other Party in the execution of the Order. The Other Party shall agree with these third parties on a similar confidentiality clause and warrants that these third parties will observe their obligation of confidentiality.

I.9 Liability and Indemnity

I.9.1 The Other Party is liable for all damage, including legal fees, directly or indirectly resulting from the failure of the Other Party, its personnel or of third parties to meet or to promptly or properly meet any obligation under the contract or any other contractual or non-contractual obligation towards Mourik.

I.9.2 The Other Party shall indemnify Mourik, its personnel and the third parties engaged by it against all claims from third parties for compensation of the aforementioned damage irrespective of its nature or cause.

I.10 Corporate Social Responsibility

I.10.1 When complying with its obligations by virtue of any agreement, Mourik and the other party shall take into account both Mourik's policy in respect of Corporate Social Responsibility and that of Mourik's client. Mourik's policy is based on the People-Planet-Profit principle. The basic principle for the execution of the operational activities of Mourik and those of the other party is that of a broad social awareness in which sustainability, openness, transparency, ethics and integrity form the basis of the values and standards.

I.10.2 The other party shall comply with Mourik's policy in respect of Corporate Social Responsibility, as well as the policy for Corporate Social Responsibility of Mourik's client, and any associated internal and external audits and essential improvements. The other party shall, moreover, indicate in writing how it intends to comply with the aforementioned obligation.

I.10.3 In the quest for Corporate Social Responsibility the other party shall comply with all existing ISO standards and codes of conduct, as well as any standards and codes still in development; it shall, moreover, do everything necessary to be and remain informed of Mourik's prevailing policy in respect of Corporate Social Responsibility and that of Mourik's client.

I.10.4 In response to Mourik's first written request, the other party shall, at its own expense, provide Mourik with an overview of the company's CO² emissions for both the year in which the relevant assignment was undertaken and the year prior to that. This overview must be in accordance with ISO 14064-1 and/or the GHG protocol. The overview of the CO² emissions should be accompanied by a verification statement from a certifying institution (CI). At a minimum, this CI statement must fulfil the requirements laid down in ISO 14064-3 under 'validation and verification statement' and/or as laid down in the EA-6/03 under 'verification statement'.

I.11 Applicable Law and Disputes

- I.11.1 The legal relationship between Mourik and the Other Party shall be governed by Dutch law.
- I.11.2 Any disputes between Mourik and the Other Party arising from any agreement or from any agreement deriving therefrom shall be resolved by arbitration by the Arbitration Board for the Building Industry in the Netherlands in conformity with the rules as defined in the Regulations of said Arbitration Board for the Building Industry.
- I.11.3 A dispute shall be notified in writing to the agreed contact of the Other Party.
- I.11.4 If any laws and other rules referred to in these general conditions are replaced by other laws and rules, then these new laws and rules shall supersede such repealed laws and rules.

CHAPTER 2: PROVISIONS SPECIFICALLY APPLYING TO THE SUPPLY OF GOODS

I.12 Delivery

- I.12.1 The Other Party is obliged to deliver the Goods on the date stated in the order and warrants that full and unencumbered ownership will be given.
- I.12.2 The delivery date is fixed and may only be changed with the written consent of Mourik. The delivery will be made without any further costs for Mourik at the location designated by Mourik.
- I.12.3 Documents, if any, such as certificates, instruction manuals, product information sheets and suchlike will be deemed to form part of the delivery and shall be delivered at the same time or earlier.

I.13 Price

- I.13.1 The price stated in the Order is fixed and non-deductible, and is for delivery carriage paid to the agreed location.
- I.13.2 All prices are expressed in Euros, VAT exclusive, unless agreed otherwise.

I.14 Risks

- I.14.1 The risk in the Goods to be delivered will not pass from the Other Party to Mourik until upon delivery and after Mourik has given its approval. The ownership of the Goods will pass to Mourik upon delivery.

I.15 Inspections

- I.15.1 Mourik shall be entitled at all times to carry out inspections and surveys during the manufacturing process, during storage and after delivery.
- I.15.2 The Other Party is obliged to provide access to its work and storage locations during the hours that work is carried out, and to provide all necessary information and co-operation free of charge.
- I.15.3 If an inspection cannot be carried out or must be repeated through actions of the Other Party, the costs involved will be for the account of the Other Party.
- I.15.4 The manufacturing process will in consultation between Mourik and the Other Party be brought in conformity with Mourik's requirements.
- I.15.5 In case of rejection, the Other Party shall see to the repair or replacement of the rejected Performance within five working days after notification of the rejection.
- I.15.6 The risk in the rejected Performance will pass to the Other Party as soon as Mourik notifies the Other Party of the rejection.

I.15.7 The Other Party shall make the goods and/or materials belonging to Mourik and located on the premises of the Other Party or its subcontractor identifiable, for instance by taking photographs, marking, etc. These goods and/or materials will remain the property of Mourik.

I.16 Packaging

I.16.1 The Goods must be properly packaged in accordance with the transport and destination requirements, in an as environmentally-friendly manner as possible and with due observance of the legal requirements, to ensure that they reach their destination in good condition.

I.16.2 The Other Party shall provide the Goods with a clearly visible packing list or waybill or consignment note.

I.16.3 The Other Party shall be liable for any damage resulting from improper and/or insufficient packaging. Mourik will be at liberty to reject the delivery if the Other Party fails to satisfy the provisions set out in this article.

I.17 Guarantee

I.17.1 The Goods must fulfil the reasonable expectations which Mourik may have regarding the properties and/or quality and/or reliability on the basis of the descriptions as provided by the Other Party and/or on the basis of what may be expected in accordance with generally accepted standards. Furthermore, the Goods must satisfy all legal requirements and other governmental provisions applicable at the time of delivery, and must satisfy the highest requirements of the safety and quality standards and/or certifications applying within the branch of industry.

I.17.2 The Other Party must guarantee the absence of any visible or hidden defects in the Goods for a period of five years after they have been put into use or seven years after delivery, insofar as a guarantee period has not been agreed in the Order.

I.17.3 The guarantee will be extended by a period equal to the period during which the Goods have not been put into use or could not be completely be put into use due to a defect as referred to in this article.

I.17.4 New guarantee periods equal to the aforementioned periods will apply to Goods which have been supplied as replacement, or to the repaired parts of these Goods. Any parts of the Goods that may be affected by the replaced or repaired parts must also be covered by the new guarantee.

I.17.5 If a defect arises during the guarantee period, Mourik shall be entitled either to return the Goods and seek immediate reimbursement of the payments made for these Goods, or to demand replacement or repair of the Goods free of charge.

I.18 Quotations

- I.18.1 When signing the subcontract, the Other Party shall be deemed to be fully familiar with the nature of the work, as well as with the applicable conditions under which the work must be executed and with the construction site, including the rules and regulations of Mourik's Client obtaining on the construction site. The subcontract will hereinafter be referred to as 'the Contract'.
- I.18.2 After having submitted its quotation, the Other Party cannot, if the quotation is accepted, present any claim whatsoever on account of a misunderstanding regarding the provisions of the Contract or the absence of such information.

I.19 Ranking

- I.19.1 If a number of conditions, provisions and stipulations apply in the relationship between Mourik and the Other Party, the ranking will be as follows:
1. The Contract;
 2. The (main) tender specifications and drawings and the administrative provisions included therein, however, with the exception of the Dutch UAV (Uniform Administrative Conditions for the Execution of Works) and/or Dutch UAVTI (Uniform Administrative Conditions for the Execution of Electrical, Mechanical and Plumbing Works);
 3. The general conditions of the party inviting tenders, being Mourik's Client;
 4. The present general conditions;
 5. The technical part specifications and the (standard) conditions, stipulations and provisions that have been declared applicable to the same;
 6. The Dutch UAV, the Dutch UAVTI or the Dutch UAVgc (Uniform Administrative Conditions for Integrated Forms of Contract).

A lower ranking shall apply only insofar it is not in conflict with a higher ranking.

- I.19.2 If a ranking different to the ranking mentioned above is included in the Contract, the ranking in the Contract shall prevail.
- I.19.3 Insofar as provisions in the higher ranking deviate from the Dutch UAV and/or UAVTI and/or UAVgc, these deviations shall be deemed to be explicit deviations as defined in the Dutch UAV and/or UAVTI and/or UAVgc.

I.20 Representation

- I.20.1 Each party shall prior to the start of work designate a representative who is authorized to act for and on behalf of the party he represents in all matters related to the Works. The representative shall be available constantly at reasonable times in order to carry out his tasks in accordance with the Contract.
- I.20.2 The representative may delegate his tasks or any part thereof to a deputy designated for this purpose. The conditions under which delegation will take place and the name of the deputy shall be notified to the other party in writing and well in advance. Information or instructions given or decisions made by the designated deputy shall be deemed to have been given or made by the representative, provided they were not in conflict with the conditions for task delegation.
- I.20.3 Mourik may replace its representative, but must timely inform the Other Party of this. The Other Party may replace its representative only after Mourik has agreed in writing to the replacement chosen.
- I.20.4 Only the representative or his designated deputies are authorized to receive information, data and decisions from the Other Party regarding the provisions of the Contract on behalf of the party they represent. A message sent to a representative will be deemed to have been sent to the party he represents.

I.21 General Obligations of the Other Party

- I.21.1 The Other Party is charged with the day-to-day management and supervision of the execution of the Works. The number of authorized supervising officers provided by the Other Party for this purpose shall be commensurate with the scope and nature of the work and with the requirements set by Mourik in this respect.
- I.21.2 The Other Party warrants towards Mourik that the services to be provided by its personnel will be executed in an expert and professional manner and without interruption, and that its personnel will meet and continue to meet the agreed qualities regarding training, expertise and experience.
- I.21.3 Unless agreed otherwise in writing, all materials, equipment, tools, machinery, installations, means of transport and all other resources and products required for the execution of the Works, will be supplied by the Other Party.
- I.21.4 The Other Party must ensure that it has an efficient system for internal control and that all financial data, reports, invoices and all other documents that it produces in connection with the execution of the Contract are available in good time and are in accordance with the actual state of affairs and are complete.
- I.21.5 The Other Party must be present at all meetings organized and announced by Mourik in order to discuss the work and receive instructions. Regardless of how the Other Party is represented at these meetings, all decisions taken and instructions given during these meetings will be deemed to be legally binding upon the Other Party. All decisions and instructions will therefore, insofar as possible, be recorded in writing.
- I.21.6 If required by Mourik, the Other Party must at its own expense and risk unload and store the delivered materials, accommodation, and tools and equipment at a location to be designated by Mourik, in accordance with Mourik's instructions and regulations.

I.22 Execution Period - Planning

- I.22.1 The Other Party is obliged to commence and complete the Works at the time and within the period stated in the Contract. The Other Party must report progress on a regular basis in writing to Mourik's representative according to the rules laid down for this purpose.
- I.22.2 In the event of delay, and also if a delay is foreseen in the future, the Other Party must inform Mourik's representative immediately in writing, and in consultation with Mourik's representative and the construction site management, if any, must take such measures as the representative and the construction site management consider necessary to as far as possible reduce or counter the delay. If according to the provisions of the main contract the delay is to be blamed on the Client, the consequences shall be settled in accordance with the requirements of reasonableness.
- I.22.3 If the delay or the exceeding of the agreed delivery date can be attributed to the Other Party, the costs of entirely or partly countering the delay or the exceeding of the delivery date, including the costs of overtime or engaging extra personnel/equipment, shall be borne by the Other Party. Any extra costs that must be incurred by Mourik shall also be borne by the Other Party.
- I.22.4 Mourik may set off the costs as referred to in the preceding paragraph against the amounts owed by it to the Other Party.
- I.22.5 The period of execution can only be extended if mutual agreement is reached between the parties in advance and in writing, or in case of force majeure. The Other Party shall notify Mourik within 24 hours of the occurrence of a case of force majeure by registered letter.

I.23 Plans, Calculations, Drawings, Technical Information and Specifications

- I.23.1 The information provided by Mourik to the Other Party such as data, drawings, calculations, specifications and copies of the same shall remain the property of Mourik or the Client.
- I.23.2 The Other Party shall check and study all plans, drawings, calculations and specifications. Should it discover an error, inconsistency or lacuna, the Other Party shall immediately notify this to Mourik's representative and in any case prior to the start of work.
- I.23.3 The Other Party shall be completely and exclusively liable for any errors, inconsistencies and lacunas that have come to light after the start of work as well as for the consequences of the same. Any ambiguities in the specifications or conditions must always be interpreted in favour of the Works, at the sole discretion of Mourik. If necessary, Mourik will provide additional guidelines, drawings and data.
- I.23.4 All information and advice, both written and verbal, given by Mourik with regard to the Contract shall be intended only to be of use to the Other Party and shall be used by the Other Party under and at the Other Party's full and exclusive responsibility and risk.
- I.23.5 Mourik shall not be liable for the consequences of any incorrect information and/or advice.

I.24 Modifications

- I.24.1 Mourik shall be entitled to demand modifications to the form, nature, content or extent of the Works or any part thereof, even if these modifications give rise to contract variations. Arrangements shall be made regarding the consequences of these modifications between Mourik and the Other Party according to the criteria of reasonableness and fairness relating to the standards forming the basis of the Contract. The amount by which the contract sum will be adjusted as a result of such modifications shall be specified in writing, supplementary to the Contract.
- I.24.2 Additional or modified work shall be paid for only if Mourik has given a written order for such work.

I.25 Accommodation, Tools and Equipment

- I.25.1 The Other Party shall work as an independent contractor and unless agreed otherwise in writing shall itself provide all necessary construction site accommodation and all tools, plant and equipment that may be required.
- I.25.2 The Other Party shall observe Mourik's guidelines in this respect.
- I.25.3 The Other Party shall itself provide for the adequate insurance of construction site accommodation, tools, plant and equipment.
- I.25.4 Unless agreed otherwise in writing, the Other Party shall provide company clothing and all personal protection equipment for its own personnel and for personnel of third parties brought in by the Other Party.
- I.25.5 If Mourik furnishes the Other Party with tools, plant, equipment and suchlike or hires these out to the Other Party, the Other Party shall properly manage the same. The Other Party accepts full liability for this, including the liability for damage caused to third parties by the use or management of said tools, plant and equipment.
- I.25.6 The Other Party or its representative shall sign for acknowledgement of receipt of the aforementioned tools, plant or equipment and shall ensure that it or its representative will also present when the tools, plant or equipment hired or provided are returned.
- I.25.7 The costs incidental to damage to, or misuse or loss, of tools, plant or equipment hired out to the Other Party or put at its disposal by Mourik, will immediately after discovery be deducted from the Other Party's invoice, including when the tools, plant and equipment in question have been provided free of charge, or these costs shall be otherwise recovered from the Other Party.

I.26 Materials and Consumables

- I.26.1 Unless agreed otherwise in writing, all consumables shall be supplied by the Other Party itself.
- I.26.2 Materials that the Other Party supplies must be new and of sound quality, in accordance with the applicable planned standards and regulations, all of which will be at Mourik's sole discretion. Material certificates must be handed over at the latest on delivery.
- I.26.3 The ownership of all materials, installations and objects that are or will form a part of the Works shall pass to Mourik as soon as they are present on the construction site and have been received by Mourik and Mourik has signed in acknowledgement of receipt.
- I.26.4 The Other Party warrants to Mourik that Mourik will have the full use and right of ownership and that this right of disposal will not be restricted by, for example, any third-party conditions of delivery or pledge. If the Other Party is unable to fulfil this obligation, it shall notify this to Mourik in advance and in writing.

I.27 Quality Control and Inspection of Work and Materials

- I.27.1 The quality control and inspection requirements that apply to Mourik shall also apply to the Other Party. Mourik shall in principle provide the Other Party with specifications through the Contract as provided for in the main contract or, if required, with an inspection and test plan.
- I.27.2 The Other Party shall be responsible for the quality delivered and must show that the required level has been reached. Inspections may however be carried out by or on behalf of Mourik as often and wherever Mourik requires.
- I.27.3 The Other Party is obliged to provide the normally required assistance to Mourik free of charge in the form of the provision of instruments, machinery, workers, etc. for examination, measurement and inspection of the work and of the quality, the weight or the quantity of the materials used or to be used.
- I.27.4 When made available on the site, the Other Party shall inspect all materials, equipment, tools, machinery, plant and other resources or products required for the execution of the Works, delivered by or through Mourik, to establish their suitability for an adequate and safe execution of the Works.
- I.27.5 If the Other Party establishes that any of the aforementioned things have not been delivered on the site in the required suitable condition, it shall notify Mourik's representative immediately, failing which the Other Party shall be deemed to have received these things in the required suitable condition.
- I.27.6 The Other Party is obliged to upon Mourik's request provide all information required concerning the origin and specifications of the materials used by it. If this request is not acceded to, Mourik reserves the right to reject the materials concerned or to have the same replaced at the Other Party's expense.
- I.27.7 Any materials, whether or not incorporated in the work, and any work done, which is not in accordance with the Contract, shall be removed, replaced or redone by the Other Party at no extra cost for Mourik. The Other Party shall also bear the costs incidental to any direct or indirect damage which Mourik suffers as a result of this.
- I.27.8 If the Other Party fails to carry out the work as referred to in the preceding paragraph, then Mourik shall be entitled to do all work necessary at the Other Party's expense and to set off the amount in question against the invoice or to otherwise claim/recover this amount from the Other Party.

I.27.9 Mourik shall at all times have access to the work site and shall be entitled to inspect the work and the materials used at any time. The Other Party shall take every step necessary to facilitate such access and inspection.

I.28 Permits and Certificates

I.28.1 The Other Party shall ensure that it is in possession in good time of all permits and certificates necessary for the Works.

I.29 Personnel

I.29.1 By 'personnel of the Other Party' is also meant the workers and auxiliary persons hired by the Other Party or its subcontractors.

I.29.2 Personnel of the Other Party must be in possession of a legally valid written contract of employment with the Other Party.

I.29.3 The Other Party warrants that it will comply with the obligations under the Dutch Compulsory Identification Act and the Dutch Foreign Nationals (Employment) Act or any similar regulation.

I.29.4 The Other Party indemnifies Mourik and holds Mourik harmless from and against the consequences of noncompliance with the obligations, whether or not statutory, towards its personnel and/or third parties, including its obligations towards the Dutch Tax and Customs Administration and the Dutch Industrial Insurance Board.

I.29.5 If the Other Party uses foreign personnel who according to the regulations must be in possession of a work permit, an EU registration certificate or any other certificate or permit, then these persons must in fact hold such a permit or certificate. The EU registration certificate, work permit or any other required permit or certificate must be shown on the first day of assignment. If the certificate or permit cannot be produced, the person or persons in question shall be refused access to the construction site.

I.29.6 After the first day of assignment, Mourik shall at all times be entitled to inspect the certificates or permits referred to in the preceding paragraph in order to verify that these are still legally valid. If this is not the case, then Mourik shall be entitled to refuse the person or persons in question access to the construction site.

I.29.7 The Other Party is obliged to provide Mourik prior to the start of work with the surnames, forenames, addresses, dates of birth, places of birth, nationalities, identification numbers, marital status and qualifications of its own personnel and the personnel of its subcontractors working on the site. The Other Party is also obliged to ensure that this entire workforce (including that of its subcontractors) upon entering the site, produce proof of identity in such manner as Mourik and/or the Client may specify. 'Workforce' is also deemed to include hired personnel.

I.29.8 If personnel to be used by the Other Party or its subcontractors have no or insufficient command of the Dutch language, so that good communication cannot be guaranteed, the Other Party shall ensure that good communication with the personnel in question is still possible.

I.29.9 The Other Party shall itself provide for the transport of its personnel on the construction site.

I.29.10 New personnel brought in after the start of work shall be reported to Mourik at least two days in advance in writing, stating the particulars as referred to in this article.

I.30 Assignment and Subcontracting

I.30.1 The Other Party shall not assign the Contract or any claim or benefit resulting therefrom and shall not subcontract any part or parts of the Works without Mourik's prior written consent. Mourik's prior written consent for subcontracting shall not relieve the Other Party from any obligation or liability under the Contract.

- I.30.2 The Other Party shall incorporate all relevant information from the Contract in any subcontract it enters into, and each subcontract shall contain provisions which make assignment of the subcontract by the Other Party to Mourik possible.
- I.30.3 The Other Party is obliged upon Mourik's express request to have parts of the Works carried out on a subcontract basis. No subcontract can in any way be legally binding upon Mourik.
- I.30.4 The Other Party shall ensure that all relevant information received from Mourik is communicated to its subcontractors, such as information concerning the Works and the execution of the same.
- I.30.5 If the Other Party has had any part of the Works executed by subcontractors without having obtained Mourik's prior written consent, or if the Other Party has had any part of the Works executed by subcontractors beyond the scope laid down in Mourik's written consent, Mourik shall be entitled to:
- demand termination of the subcontract in question and to itself execute the Works subcontracted to that subcontractor or
 - have the same executed at the Other Party's expense and risk, or terminate the Contract on account of failure to comply with the obligations under the agreement.

I.31 Completion

- I.31.1 On completion of the Works, the Other Party shall notify this to Mourik in writing.
- I.31.2 The Other Party shall be deemed to have completed the Works or a part of the Works on the date on which Mourik has received a written statement from its Client stating that the Works have (or a part of the Works has) been approved in conformity with the tender specifications and drawings.
- I.31.3 If the contractually agreed work is terminated early, the Other Party must clearly indicate the completed part on the working drawings to be handed over. Mourik will check the drawings handed over. Drawings that have been checked and accepted by Mourik shall in such event constitute the basis for settlement.
- I.31.4 Within three weeks of the date of completion of the Works, the Other Party shall submit the final statement in triplicate to Mourik, specifying the (outstanding balance of) the amount due to the Other Party.

I.32 Guarantees

- I.32.1 The Other Party shall guarantee the soundness of the work done by it in accordance with the guarantee period as defined in the tender specifications from the party inviting tenders, however at any rate for a period of at least twelve months counting from the completion date. This implies, inter alia, that if within this period the work done shows defects, the Other Party is obliged, at Mourik's request, to remedy those defects at its own expense and risk either by repair work or, if required, by entirely or partly replacing the defective part of the work done.
- The Other Party shall not be under the aforementioned obligation only in the event that it proves within five working days from Mourik's notification of the defect that the defect was caused by negligence on the part of Mourik or its Client.
- I.32.2 If the Other Party fails to comply with the aforementioned obligations, Mourik shall be entitled to itself carry out the required repair or replacement work, or cause the same to be carried out, at the Other Party's expense. In that case, Mourik shall be entitled to recover its costs from the Other Party by means of set-off or through the bank guarantee, if applicable.
- I.32.3 If required by Mourik and upon award of contract, the Other Party shall provide a bank guarantee in favour of Mourik as security for the fulfilment by the Other Party of its contractual obligations, including its obligations under the guarantee.

I.33 Working Hours

- I.33.1 Unless agreed otherwise, no work shall be carried out outside the locally applicable normal daily working hours except with Mourik's prior written consent.
- I.33.2 If, however, the work requires it or if Mourik so desires, the Other Party will work outside the abovementioned normal working hours subject to the provisions of the Dutch Working Hours Act.
- I.33.3 If there is delay caused by negligence on the part of Mourik, the Other Party may charge for waiting time. The above shall not apply if during such waiting time the Other Party has worked on other projects. Mourik reserves the right to assign substitute work to the Other Party.
- I.33.4 The Other Party is obliged to also itself make an effort to find substitute work in consultation with Mourik in order to reduce the waiting time to a minimum.
- I.33.5 Waiting time shall be paid on the basis of timesheets which Mourik's representative must sign on a daily basis. Invoices for waiting time submitted later shall not be accepted.
- I.33.6 No work shall be carried out on days-off set by Mourik and/or the Client, unless prior written consent has been given by Mourik and/or the Client.

I.34 Working Conditions and Safety

- I.34.1 The Other Party is responsible for the working conditions and the safety at work. The Other Party shall comply with all applicable statutory regulations, Health and Safety Inspectorate regulations, local regulations and the contractual agreements regarding the same.
The Other Party shall ensure that it has the necessary certificates. The Other Party shall properly acquaint itself of this well in advance and instruct its personnel accordingly. If, in the opinion of Mourik, personnel are acting in an unsafe manner at work, they must be removed from the work at Mourik's request. The Other Party shall ensure that the person or persons in question is or are replaced immediately.
- I.34.2 Prior to the start of work, the Other Party shall timely submit for Mourik's approval a Health and Safety Plan which is in accordance with the relevant applicable statutory provisions and regulations. The format and extent of this plan will depend on the nature and scope of the work.
- I.34.3 If it observes an unsafe situation caused by the Other Party or its personnel, Mourik shall be entitled to cause the work to be discontinued without being liable for compensation as a result of this and without such delay constituting a case of force majeure for the Other Party.
- I.34.4 The Other Party shall ensure that the equipment, machinery, tools and temporary facilities, and all other things that are used for the execution of the Works are in a safe condition and function safely in accordance with the purpose for which they are intended.
- I.34.5 The required safety marks must be visibly attached to the equipment and the required certificates must be available on the site and be in accordance with the provisions of the Machinery Directive and other applicable legislation and regulations.

I.35 Environment

- I.35.1 The Other Party shall strictly comply with all the requirements obtaining on the construction site for the protection of the air, soil and water set by Mourik and/or its Client and which arise from statutory provisions and regulations, and from permits or licences issued by the authorities.
- I.35.2 If as a result of the work carried out by the Other Party contrary to the provisions of the first paragraph there is a danger of hazardous substances being released (or if these are released) into the environment, the Other Party shall do everything in its power to reduce the harmful effects to a minimum and inform Mourik. Mourik may impose specific requirements with regard to the measures to be taken.

- I.35.3 Without prejudice to the provisions of the preceding paragraph, the Other Party shall indemnify Mourik and/or its Client against any claims from third parties (including the government) relating to environmental pollution.
- I.35.4 The Other Party shall immediately report any environmental incident to the Mourik site management concerned. The Other Party shall keep the amount of waste materials released during the execution of the Works to a minimum and shall process and record the released waste materials or have the same processed and recorded in accordance with the relevant applicable legislation and regulations.

I.36 Invoicing

- I.36.1 Every invoice shall be addressed and marked in a manner as indicated in the Contract.
- I.36.2 Each invoice shall be accompanied by a Mourik order form and the certificate of completion duly signed and dated by the authorized Mourik representative or the time sheets, packing lists and/or consignment notes signed by the latter.
- I.36.3 Each invoice shall relate to one order number only.
- I.36.4 If invoices have been made out or submitted incorrectly, Mourik shall be entitled to refuse these invoices and to return the same to the Other Party accompanied by an explanation as to why these invoices are not acceptable.

I.37 Payment

- I.37.1 The payments shall be made in accordance with the payment schedule as set out in the Contract.
- I.37.2 Payment by Mourik of the Other Party's invoices or parts of the same shall be made without prejudice to Mourik's right to later dispute in writing the correctness of the invoices.
- I.37.3 If deemed necessary by Mourik for the progress of the Works, Mourik shall be entitled to pay the Other Party's subcontractors and/or suppliers directly and deduct the amounts paid to them from the instalment invoices that have already become due or are still to be made out.
- I.37.4 Payments made by Mourik to the Other Party's subcontractors and/or suppliers shall not affect or impair the Other Party's liabilities.
- I.37.5 Payments made by Mourik to the Other Party shall not imply any acknowledgement that the Works or part of the Works have or has been executed properly, nor imply any acceptance of the Works or of materials and/or components.

I.38 Vicarious Tax Liability

- I.38.1 The Other Party shall not be permitted to commence any work before it has specified in writing or submitted the following information to Mourik's satisfaction:
- a) The name of the Industrial Insurance Board with which the Other Party is registered, and its registration number;
 - b) The place name of the Inspectorate and that of the Collector of Taxes on Income, Profits and Net Wealth under whose jurisdiction the Other Party is a withholding agent in respect of wage tax and national insurance contributions, and its wage tax number;
 - c) Certificates issued by the Tax and Customs Administration and the Industrial Insurance Board in respect of the Other Party's payment record. At the time when they are submitted, these certificates must not be more than three months old;
 - d) An extract from the Commercial Register of the Chamber of Commerce;
 - e) A power of attorney in those cases where the Other Party is represented in a manner not in accordance with the provisions regarding representative authority as recorded at the Commercial Register of the Chamber of Commerce;

- f) A photocopy of the agreement concluded between the Other Party, a financial institution, the State of the Netherlands and the Industrial Insurance Board for the purpose of the opening of a blocked account within the meaning of the law, if the use of a blocked account has been agreed between Mourik and the Other Party;
 - g) The Other Party is obliged to submit a written notification to Mourik within one week stating any changes that have occurred in the particulars referred to above in a, b or d;
 - h) A written statement of the wage component included in the price agreed for the execution of the Works. Wage component means the wages as defined by the Dutch Social Insurance (Funding) Act. This provision will remain in full force in the case of a change in a previously agreed price.
- I.38.2 The Other Party shall not be entitled to make use of the workers made available ('supplied') except with Mourik's written consent. If the Other Party contracts out work and/or hires workers as referred to in this article, the Other Party is obliged to observe the administrative provisions of the Dutch Social Insurance (Funding) Act.
- I.38.3 If the Other Party in compliance with the provisions of these general conditions assigns the Works or any part thereof to another subcontractor, it must draw up a written contract in respect of such assignment. The conditions of this agreement and these general conditions shall form part of that contract, with the provision that the other party acting as client assumes the legal status of main contractor and the contracted subcontractor that of the other party.
- I.38.4 The Other Party shall at Mourik's request submit its personnel records, payroll records and tax returns and payment records in connection with the Tax and Customs Administration and the Industrial Insurance Board for Mourik's inspection.
- I.38.5 If Mourik, after having been given notice of liability for taxes and/or contributions that have not been paid by the Other Party or any subsequent subcontractors, has been obliged to pay these taxes and/or contributions, then Mourik shall have recourse against the Other Party for the full amount paid by Mourik. The claim which Mourik then has on the Other Party shall be increased by the statutory interest.
- I.38.6 Mourik shall be entitled at all times to deduct the amounts which the Other Party is obliged to pay for national insurance contributions and wage tax relating to the Works, and for which Mourik is jointly and severally liable pursuant to the law, from the subcontract sum and to pay these amounts to the insurance board and administration concerned on behalf of the Other Party.
- I.38.7 Without prejudice to the provisions of the preceding paragraph, Mourik shall be entitled at all times to make payments in respect of national insurance contributions and wage tax to the Other Party by paying these into its blocked account(s) as defined in the law or by paying these directly to the Tax and Customs Administration.
- I.38.8 In the cases as referred to in the preceding paragraphs of this article, Mourik shall by payment of these amounts have discharged its duties towards the Other Party insofar as these amounts are concerned.
- I.38.9 If the VAT liability transfer rule applies to the Contract, the Other Party shall state this on and apply this rule to each invoice.

I.39 Liability

- I.39.1 Without prejudice to the provisions regarding risk and liability set out in the other articles of these general conditions, the following provisions regarding liability and insurances shall also apply:
- a) Until the completion of the Works and also for the time during which the Other Party carries out work in compliance with a maintenance or warranty obligation, the Other Party shall accept:
 - Legal and contractual liability for damage, including consequential damage, which is caused by or in connection with the Works and the execution of the same to third parties (including Mourik personnel), irrespective of whether or not there is a case of contributory

negligence by Mourik or its personnel;

- The risk for damage caused by or in connection with the Works and the execution of the same to property belonging to Mourik or of which Mourik is the custodian, including property on which the Works are being executed; as regards consequential damage arising therefrom, the Other Party shall only be liable in the case of fault or negligence on the part of the Other Party, its personnel, its subcontractors or any other persons or their personnel engaged by the Other Party in the execution of the Works.
- b) The Other Party shall waive any claims for compensation towards Mourik and its personnel for:
- Damage to the Works;
 - Damage to equipment, materials and other property belonging to the Other Party;
 - Damage to property belonging to third parties of which the Other Party is the custodian;
 - Damage on account of personal injury suffered by the Other Party;
 - Consequential damage arising from such damage or personal injury.

Furthermore, the Other Party renounces any right of recourse against Mourik and its personnel to which it may be entitled as a result of work carried out under the provisions of subsection a of this article.

- c) The Other Party shall indemnify Mourik and its personnel against claims for compensation for:
- Damage to third parties for which the Other Party has accepted liability on the basis of subsection a, first dash of this article;
 - Damage to plant, equipment, materials and other property belonging to the Other Party, its personnel or its subcontractors or to any persons or their personnel engaged by the Other Party in the execution of the Works, or damage to property belonging to third parties of which the aforementioned persons or the Other Party are the custodian, as well as any consequential damage arising therefrom for the aforementioned persons or the owners of such property;
 - Personal injury (including fatal injury) suffered by the Other Party, its subcontractors or any other persons or their personnel engaged by the Other Party in the execution of the works, including injury (and fatal injury) suffered by the aforementioned persons, both inside and outside the construction site, during transport in vehicles that are the property of Mourik or of which Mourik is the custodian, or that are used by third parties for transport purposes on Mourik's instructions.

I.39.2 By consequential damage is meant in this article all direct damage other than damage directly caused to the object damaged by the event or directly caused to the person injured by the event, as well as all indirect damage (trading loss, consequential loss) and/or immaterial damage which is directly or indirectly related to the event in question.

I.40 Insurance and Notice of Damage

I.40.1 The Other Party shall at its own expense and risk take out and keep in force the following insurances:

- a) An adequate liability insurance for vehicles and mobile equipment which provides sufficient cover for personal injury to at least 5,000,000 (in words: five million Euros) per event, for material damage to at least 1,000,000 (in words: one million Euros) per event and for transport of hazardous substances to at least 10,000,000 (in words: ten million Euros) per event. This shall apply to vehicles and mobile equipment, whether or not owned or hired, used by the Other Party in connection with the execution of contract-related work;
- b) If vessels or other floating equipment are used for the execution of the Contract: an adequate liability insurance for vessels, whether or not owned or hired by the Other Party, used in connection with the execution of contract-related work, which provides sufficient cover for liability resulting from the use or utilization of vessels, including floating plant and equipment, including liability for damage as a result of a collision, to at least €500,000 (in words: five hundred thousand Euros) per event;

- c) All required insurances for or in connection with the liability of the Other Party and its personnel, including but is not limited to professional liability, product liability, third-party (risk) liability, towards Mourik and towards third parties, to an insured amount of at least €2,500,000 (in words: two million five hundred thousand Euros) per event, including the risk of liability for damage to property of Mourik and/or its Client on which work is carried out or which for whatever reason has been entrusted to the Other Party.
- I.40.2 The Other Party is responsible towards Mourik for ensuring that each of its subcontractors is covered by the insurances referred to in paragraph 1 of this article, or the Other Party shall itself take out and keep such insurances in force for them.
- I.40.3 The Other Party shall first claim under its own insurance policies before claiming under those of Mourik. The Other Party's insurance policies shall, where applicable, name Mourik as the co-insured party and must include a declaration of a waiver of the rights of subrogation with regard to claims against Mourik or its executives, personnel and/or representatives respectively. The Other Party shall not terminate or change any insurance policies that have been taken out in connection with the Works, except with Mourik's prior written consent.
- I.40.4 Mourik shall be entitled to require that besides the insurances referred to in paragraph 1 subsections a, b and c of this article, one or more other insurances such as a CAR insurance, are taken out.
- I.40.5 Mourik shall be entitled at all times to check whether the Other Party has fully fulfilled its obligation to insure and shall have the right to inspect the respective policies.
- I.40.6 The Other Party is obliged to notify Mourik immediately of every event, loss, damage or injury and of every claim in connection with the Works instituted against any party or person whatsoever.

I.41 Suspension of the Works

- I.41.1 Mourik shall be entitled at all times to suspend the Works or any part thereof by means of a written notification to the Other Party. This notification shall indicate the part of the Works that will be suspended and the date on which the suspension will commence. If the suspension has lasted more than six months, the Other Party shall be entitled to terminate the Contract as far as the suspended part is concerned, by means of a written notice of termination and subject to thirty days' notice. This notice of termination shall cease to have effect if within one week of its receipt Mourik has notified the Other Party that the suspension will be lifted within two months.
- I.41.2 The Other Party is obliged to immediately resume the suspended Works on the date stated in Mourik's written instructions to the Other Party to resume the Works.
- I.41.3 The Other Party shall be reimbursed for all direct costs and expenses of which it can show that they have been incurred as a result of the suspension. The Other Party must consult with Mourik concerning this.
- I.41.4 With the exception of the provisions of paragraph 3 of this article, Mourik shall not be liable vis-à-vis the Other Party or its subcontractors for damage or loss of profits resulting from a partial or complete suspension of the Works and the Other Party shall indemnify Mourik from and against claims in this respect.

I.42 Early Termination of the Contract

- I.42.1 Mourik shall be entitled at all times, without being required to give reasons, to terminate the Contract or any part thereof early, subject to at least thirty calendar days' notice, by means of a written notification to the Other Party. In that case the Other Party shall be entitled to payment as referred to hereinafter in this article.
- I.42.2 In the event of such a termination, Mourik shall be obliged to pay the Other Party only for the part of the Works that has been properly executed and the extra costs and expenses in respect of which the Other Party can show that they have been incurred as a result of this termination.

I.42.3 In the event of an early termination of the Contract, for whatever reason, the Other Party is obliged to hand over to Mourik all fully updated documents, drawings and suchlike relating to the Works. Furthermore, it shall at Mourik's request remove all machinery, tools and unused stocks from the site and return these in good order, failing which Mourik shall be entitled to do so itself at the Other Party's expense.

I.43 Audits

I.43.1 The Other Party, its subcontractors, and their subcontractors etcetera, shall keep the books, accounts, correspondence, files and all other documents of whatever nature in any way relating to the Works, for a period of 7 years after completion/termination of the Works.

I.43.2 Mourik or its authorized representative shall have unrestricted access at reasonable hours to all the documents as referred to in paragraph 1 of this article, in order to be able to verify whether:

- The costs and fees or rates are in accordance with the Contract and are charged in conformity with the Contract;
- The Other Party's business operations are ethically sound, if Mourik has a strong suspicion of unethical management;
- The Works have been executed in accordance with the Contract and in conformity with the applicable laws, regulations and provisions.

These audits and verifications shall not include the preparation of agreed lump sum prices, fixed rates and fixed fees. Extra work shall be calculated in such a way that auditing and verification thereof can be done separately from the original work. If Mourik disputes any expenses and/or costs and the Other Party refuses access for the purpose of auditing, such expenses and/or costs shall be deemed to be included in the Other Party's fixed rates and not be eligible for reimbursement.

I.43.3 In the event that Mourik wishes to subject one of the Other Party's subcontractors to an audit, Mourik shall request the Other Party in writing to start the audit procedure. Such a request may only be denied on reasonable grounds.

I.43.4 Mourik shall be entitled to reproduce and keep documents as referred to in paragraph 1 of this article for internal use with the exception of documents relating to agreed lump sum prices, fixed rates and fixed fees.

I.43.5 Mourik's right to have audits performed shall continue for a period of 2 years following either the completion of the Works or the early termination of the Contract.

I.43.6 The Other Party shall ensure that the provisions of this article are incorporated in every subcontract and every agreement arising out of the Contract, including all contracts concluded by subcontractors or their subcontractors, so that the (sub)contractor will be granted the same rights to perform an audit as those granted to Mourik.

CHAPTER 4: PROVISIONS SPECIFICALLY RELATING TO THE HIRING OF SERVICES

I.44 Declaration of Independent Contractor Status and Other Documents

- I.44.1 The Other Party is obliged to produce a valid Declaration of Independent Contractor Status (the Dutch VAR). As soon as the Declaration becomes invalid or is revised, the Other Party must submit a new Declaration. If the circumstances and facts change on the basis of which the Declaration was issued, the Other Party shall immediately inform Mourik in writing. If the Other Party fails to meet this requirement, then Mourik shall be entitled to demand an immediately due and payable penalty of €1,000.00 (in words: one thousand Euros) for each day or part of day that the Other Party is in breach of this requirement, without prejudice to Mourik's right to compensation for the damage actually suffered.
- I.44.2 Before Mourik places the Order with the Other Party, the Other Party must submit an original extract from the Commercial Register of the Chamber of Commerce and a copy of a valid identification document. The Other Party must submit a revised extract if changes occur in connection with the Other Party's registration in the Commercial Register of the Chamber of Commerce.
- I.44.3 The Other Party must meet the requirements imposed by the Tax and Customs Administration and other institutions and by the laws and regulations in order to ensure that the results attained by it will be regarded as profits from business activities.
- I.44.4 The Other Party shall ensure that it is in possession in good time of all certificates and/or permits required for the execution of the Order, such as a Safety Checklist Contractors Certificate (the Dutch VCA).

I.45 Absence and Replacement

- I.45.1 The Other Party shall not be entitled to continued payment during its absence due to occupational disability and/or leave.
- I.45.2 The Other Party shall provide for a replacement during its absence unless Mourik considers replacement unnecessary. The Other Party shall only proceed to replacement after Mourik has given its prior written consent to the Other Party's choice of replacement.
- I.45.3 Replacement shall not release the Other Party from any obligation under the Contract.

I.46 Intellectual Property

- I.46.1 All information provided to the Other Party by Mourik shall remain the property of Mourik.

I.47 Invoicing and Payment

- I.47.1 Each invoice must be addressed and marked in a manner as agreed in the Order. Each invoice must be accompanied by a Mourik order form and the time sheets signed by the authorized Mourik representative. Each invoice shall relate to one order number only.
- I.47.2 If invoices have been made out or submitted incorrectly, Mourik shall be entitled to refuse these invoices and to return them to the Other Party accompanied by an explanation as to why these invoices are not acceptable.
- I.47.3 Payment of the Other Party's invoices or part of the same shall be made by Mourik without prejudice to Mourik's right to later dispute the correctness of the invoices in writing. In respect of all undisputed invoices payment shall be made no earlier than forty-five days after receipt of the original invoice.

I.48 Insurance

- I.48.1 The Other Party shall at its own expense and risk ensure that it has taken out every insurance required for or in connection with its liability, including but not limited to professional liability, product liability, third-party (risk) liability towards Mourik and towards third parties, to an insured sum of at least €2,500,000 (in words: two million five hundred thousand Euros) per event, including the risk of liability for damage to property belonging to Mourik and/or its Client on which work is carried out or which for whatever reason has been entrusted to the Other Party.
- I.48.2 Mourik shall be entitled to require that besides the insurances referred to in this article, one or more other insurances are taken out.
- I.48.3 Mourik shall be entitled to check whether the Other Party has fulfilled its obligation to insure.

I.49 Liability and Indemnity

- I.49.1 The Other Party shall be liable for all damage that it causes to Mourik, to its personnel, to its Client and/or to third parties engaged by Mourik.
- I.49.2 The Other Party shall indemnify Mourik and its personnel against all claims for compensation for:
- Damage to third parties caused by the Other Party;
 - Damage to materials and other property belonging to the Other Party or to any person or organization engaged in the execution of the Order by the Other Party, or damage to property belonging to third parties of which the aforementioned persons or the Other Party are the custodian, as well as any consequential damage arising therefrom for the aforementioned persons or for the owners of such property;
 - Personal injury (including fatal injury) suffered by the Other Party or any person or organization engaged in the execution of the Order by the Other Party.
- I.49.3 By consequential damage is meant in this article all direct damage other than damage directly caused to the property damaged by the event or directly caused to the person injured by the event, as well as all indirect damage (trading loss, consequential loss) and/or immaterial damage which is directly or indirectly related to the event in question.
- I.49.4 The Other Party shall indemnify and hold Mourik harmless from and against the consequences of noncompliance with its obligations, statutory or otherwise, towards third parties, including its obligations towards the Tax and Customs Administration and the Industrial Insurance Board.

I.50 Early Termination

- I.50.1 Mourik shall be entitled at all times, without being required to give reasons, to terminate the Contract or any part thereof early, subject to at least thirty calendar days' notice, by means of a written notification to the Other Party.
- I.50.2 In the event of a termination as referred to in the preceding paragraph, Mourik shall be obliged to pay the Other Party only for the part of the Contract that has been properly executed and the extra costs and expenses in respect of which the Other Party can show that they have been incurred as a result of this termination.
- I.50.3 In the event of an early termination of the Contract, for whatever reason, the Other Party is obliged to hand over to Mourik all documents relating to the Order. The same shall apply for all property belonging to Mourik of which the Other Party is the custodian.

I.51 Other Rights and Obligations

- I.51.1 The Other Party shall be responsible for its own working conditions and safety. The Other Party shall comply with all the applicable statutory regulations, Health and Safety Inspectorate regulations, locally obtaining regulations and contractually binding agreements in this respect.
- I.51.2 The Other Party shall perform the services to be performed by it with complete independence during the days and hours stipulated by Mourik and shall be completely at liberty to also work for other parties.
- I.51.3 Mourik shall not deduct any wage tax from the sums owed by Mourik to the Other Party and shall not pay over any wage tax to the tax authorities.
- I.51.4 The Other Party shall not be permitted to engage the services of third parties for the execution of the agreed work except with Mourik's prior written consent.

PART II GENERAL CONDITIONS OF SALE FOR THE ACCEPTANCE OF ORDERS

II.1 Applicability

- II.1.1 These general conditions apply to all orders placed by the Client (the Other Party) with group companies, both jointly and individually, of Joh. Mourik & Co. Holding B.V. ('Mourik').
- II.1.2 Deviations from the provisions of these general conditions are only permitted if and insofar as Mourik has given its explicit written consent to such deviations prior to the conclusion of the contract.
- II.1.3 These conditions may be invoked also by those engaged by Mourik for the execution of the Order.
- II.1.4 Any reference made by the Other Party to its own purchase, contracting and/or other conditions will not be accepted by Mourik and their applicability is explicitly rejected.

II.2 Order

- II.2.1 By 'Order' is meant in these Conditions the agreement by which Mourik undertakes towards the Other Party to perform the work and/or supply the goods as instructed by the Other Party or to accomplish the Work as instructed by the Other Party. By 'Work' is meant the Performance to be delivered by Mourik.
- II.2.2 If the Contract is concluded in writing, it will take effect on the day of the signing of the Contract by Mourik or on the day of despatch of the written Order Confirmation by Mourik.
- II.2.3 By 'Extra Work' is meant everything that is delivered and/or affixed by Mourik in consultation with the Other Party, whether or not recorded in writing, during the execution of the Order in addition to the amounts explicitly included in the Contract or the Order Confirmation, or every Performance delivered by Mourik in addition to the Work explicitly included in the Contract or the Order Confirmation.
- II.2.4 Verbal undertakings made by subordinates of Mourik shall not be binding on Mourik except and insofar as they have been confirmed by Mourik in writing.
- II.2.5 The Other Party may not assign any of its rights and obligations to a third party, except with Mourik's prior written consent.

II.3 Offer

- II.3.1 All offers are without engagement unless they contain a term for acceptance. If an offer contains an offer without engagement and this offer is accepted, Mourik shall be free to withdraw this offer within two working days after receipt of the acceptance.
- II.3.2 Every offer is based on the execution of the Order by Mourik under normal circumstances and during normal working hours.

II.4 Price

- II.4.1 The prices stated by Mourik are exclusive of turnover tax and other government charges, unless agreed otherwise. Packaging is not included in the price and is charged separately. Packaging will not be taken back.
- II.4.2 If after the date of formation of the Contract one or more cost factors undergo an increase, even if this is a result of foreseeable circumstances, Mourik shall be entitled to increase the agreed price accordingly. Unless agreed otherwise, Mourik shall be entitled to each year increase its prices to compensate for inflation.

II.4.3 The formation of the Contract also implies Mourik's authority to separately charge for Extra Work performed by it as soon as the amount to be charged is known.

II.5 Drawings, Calculations, Descriptions, Models, Tools, and suchlike

II.5.1 Drawings, dimensions and weights, and suchlike, which have been supplied shall be binding only if and insofar as they have been explicitly included in a Contract signed by both parties or in an Order Confirmation signed by Mourik.

II.5.2 The drawings, calculations, computer programmes, descriptions, models, tools, and suchlike, made or supplied by Mourik, shall remain Mourik's property regardless of whether or not it has charged costs for the same. The information embodied therein or which forms the basis of manufacturing and construction methods, products and suchlike, shall be reserved exclusively to Mourik regardless of whether or not it has charged costs for the same. This information shall not be copied, disclosed to third parties, used or made public without Mourik's prior written consent, except if required for the execution of the Order.

II.6 Delivery Time and Acceptance

II.6.1 If the Order placed with Mourik comprises solely the delivery of materials, these materials will be accepted by the Other Party:

- a) In case of delivery ex works, as soon as the goods have been loaded in or onto the means of transport;
- b) In case of delivery carriage paid, as soon as the goods have been delivered at the place of destination and, if agreed, unloaded.

II.6.2 Unless explicitly agreed otherwise in writing, the stated and/or agreed delivery times shall never be regarded as strict deadlines. In the event of late delivery, it is therefore necessary that Mourik be given written notice of default.

II.6.3 The delivery time commences on the latest of the following days:

- a) The day of the formation of the Contract;
- b) The day on which Mourik has received all the documentation, data, licences, and suchlike, necessary for the execution of the Order;
- c) The day of fulfilment of the formalities necessary for the start of work;
- d) The day on which the specifications, including the necessary drawings and order forms, are correct and final.

II.6.4 The delivery time is based on the working conditions obtaining at the time when the Order was placed and on the timely delivery of the materials ordered by Mourik for the execution of the Work. If through no fault of Mourik a delay occurs resulting from a change in the aforementioned working conditions or because of late delivery of materials ordered for the execution of the Work, the delivery time shall be extended to the extent necessary.

II.6.5 Goods delivered by Mourik shall remain the property of Mourik until the Other Party has paid the amounts owing in respect of these goods.

II.7 Liability

II.7.1 If delivered goods exhibit defects for which Mourik has provided guarantees, then Mourik's liability in this respect shall be limited to and not exceed the replacement/repair of the defective goods.

II.7.2 If Mourik has contracted for work, or executes work on a cost-plus basis or on the basis of subsequent costing, whether or not with the additional supply of materials, and if the work for which Mourik has provided guarantees exhibits defects, then Mourik's liability shall be limited to the costs of repair of the defective part in question to a maximum of ten per cent of the contract sum.

- II.7.3 Except for gross negligence or intentional act on the part of Mourik and except for the provisions of paragraphs 1 and 2, no liability whatsoever shall be accepted by Mourik, including for loss of profits, other consequential loss or damage arising from third-party liability.
- II.7.4 Notwithstanding the provisions of this article, any claim for damages against Mourik, except those acknowledged by Mourik, shall lapse by the mere passage of 6 months from the time when the client has or could reasonably have discovered the damage.
- II.7.5 Conditions which limit, exclude or establish liability, capable of being invoked by third parties against Mourik, may also be invoked by Mourik against the Other Party.

II.8 Suspension and Termination

- II.8.1 If Mourik is entirely or partly hindered or prevented from executing the agreed Work due to force majeure, Mourik shall be entitled without judicial intervention to terminate the Contract or any part thereof or to suspend the Work or any part thereof for as long as the situation of force majeure continues up to a maximum of 6 months, without Mourik being liable for compensation.
- II.8.2 By 'force majeure' is meant any circumstance outside Mourik's control, whether or not foreseen at the time of the formation of the Contract, which permanently or temporarily hinders or prevents the execution of the Order, including war, threat of war, civil war, riot, industrial action, lockout, transport difficulties, fire and other serious interruptions in the business operations of Mourik or its supplier.
- II.8.3 Mourik reserves the right to entirely or partly terminate the Contract if in the opinion of Mourik it cannot be executed in accordance with Mourik's standards in respect of safety and due care or in accordance with governmental regulations.
- II.8.4 If Mourik cancels the execution of the Order in a case as referred to in the preceding paragraphs, Mourik may charge a pro rata part of the agreed price and shall not be liable for compensation.
- II.8.5 Mourik shall be entitled without judicial intervention to terminate the Contract with immediate effect and/or to claim payment of all amounts owing to it by the Other Party in the event of the Other Party becoming bankrupt or, being a company, going into liquidation, or being granted a moratorium, or in the event of an application to that effect, or in the event of the Other Party having failed to furnish adequate security for the fulfilment of its obligations at Mourik's request.
- II.8.6 Mourik reserves the right to entirely or partly suspend Performance if it is established that the Other Party is in any way whatsoever in default of complying with its contractual and/or legal obligations, without further notice of default or judicial intervention being required. Mourik shall inform the Other Party in writing of the suspension of Performance. Mourik shall not be liable for compensation.

II.9 Working Hours

- II.9.1 Unless agreed otherwise, no work shall be carried out during evenings and nights, or on Saturdays, Sundays or public holidays.

II.10 National Insurance

- II.10.1 In order to comply with the national insurance obligations imposed upon Mourik by virtue of the Social Security Legislation, Mourik shall be insured with several Industrial Insurance Boards and/or Social Funds. If required, the Other Party may be informed of the respective registration numbers.

II.11 Payment

- II.11.1 All payments shall be made without any deduction or set-off within thirty days of the invoice date.

- II.11.2 Payment for Extra Work shall be made as soon as the Other Party has been charged for this Work.
- II.11.3 Payments made by the Other Party shall first be applied to settle all interest and costs owing and subsequently to settle the longest outstanding invoices, even though the Other Party may have stated that the payment relates to an invoice of a later date.
- II.11.4 In the event of late payment, the Other Party shall be deemed to be in default by operation of law, and Mourik shall be entitled to charge the Other Party statutory interest from the due date without further notice of default being required and in addition charge any legal and extrajudicial costs incurred in the collection of the debt.
- II.11.5 Mourik shall be entitled to at any time set off any amount owed by the Other Party against the amounts that Mourik or any other legal entity or company in which Joh. Mourik & Co. Holding B.V. (directly or indirectly) holds at least a one-third interest in the share capital of that company (hereafter referred to as 'Group Company') shall owe at any time to the Client.
- II.11.6 Furthermore, Mourik shall be entitled to deduct the amounts it owes at any time to the Other Party from amounts that the Other Party owes to one or more other Group Companies, instead of paying the amounts owing to the Other Party.

II.12 Complaints

- II.12.1 All rights claimed by the Other Party for breach of contract by Mourik must be invoked by registered letter within 14 days after the discovery of the defect or after the defect could reasonably have been discovered. Failure of the Other Party to timely invoke these rights shall result in the lapse of the Other Party's rights in this respect.
- II.12.2 Complaints with regard to invoices must be lodged with Mourik by registered letter within 14 days of the invoice date, failing which the Other Party's rights in this respect shall lapse.

II.13 Applicable Law and Competent Court

- II.13.1 The legal relationship between Mourik and the Other Party shall be governed by Dutch law.
- II.13.2 Any dispute arising between the parties shall be resolved by arbitration of the Arbitration Board for the Building Industry in the Netherlands in conformity with the rules as defined in the Regulations of said Arbitration Board for the Building Industry.
- II.13.3 A dispute shall be notified in writing to the agreed contact of the Other Party.
- II.13.4 If any laws or other rules referred to in these general conditions are replaced by other laws or rules, then these new laws or rules shall supersede such repealed laws and rules.

ATTACHMENT

Non-exhaustive list of Joh. Mourik & Co. Holding B.V. and its group companies

Joh. Mourik & Co. Holding B.V.

Voorstraat 67, 2964 AJ Groot-Ammers
Nederland

T +31-184-66 72 00
E mhold@mourik.com

Asbest & Combi Services Groep B.V.

Gouderakstraat 30 b/c, 3079 DB Rotterdam
Nederland

T +31-10-292 73 77
E info@acsasbest.com

Beek Container Groep Nederland B.V.

Flevoweg 10, 2318 BZ Leiden
Nederland

T +31-71-523 23 65
E info@beekcontainercleaning.nl

G. Bouman Arkel B.V.

Fruiteniersstraat 14, 3334 KA Zwijndrecht
Nederland

T +31-78-610 51 99
E bouman@mourik.com

Frees Service Utrecht

Voorstraat 67, 2964 AJ Groot-Ammers
Nederland

T +31-184-66 72 00
E info@freeserviceutrecht.nl

Hendrik Bedrijven Brunssum B.V.

Waubacherweg 20, 6442 PW Brunssum
Nederland

T +31-45-527 04 56
E hendrik@mourik.com

MCO-Team B.V.

Liechtensteinweg 2, 4455 ST Nieuwdorp
Nederland

T +31-113-61 62 00
E info@mcoteam.nl

Mogo Ontwikkelingsmaatschappij B.V.

Orteliusstraat 21, 6827 DD Arnhem
Nederland

T +31-184-66 72 00
E mga@mourik.com

Mourik Bouw B.V.

Voorstraat 67, 2967 AJ Groot-Ammers
Nederland

T +31-184-66 72 00
E mbouw@mourik.com

Mourik Chemical Cleaning B.V.

Liechtensteinweg 2, 4455 ST Nieuwdorp
Nederland

T +31-113-61 62 00
E mvlis@mourik.com

Mourik Culemborg B.V.

Voorstraat 67, 2964 AJ Groot-Ammers
Nederland

T +31-184-66 72 00
E mga@mourik.com

Mourik E&I B.V.

Einsteinweg 7, 3208 KK Spijkensisse
Nederland

T +31-181-46 50 10
E e.i@mourik.com

Mourik Groot-Ammers B.V.

Voorstraat 67, 2964 AJ Groot-Ammers
Nederland

T +31-184-66 72 00
E mga@mourik.com

Mourik International B.V.

Nieuwesluisweg 110, 3197 KV Botlek-Rotterdam
Nederland

T +31-10-296 56 00
E mint@mourik.com

Mourik Klimaattechniek B.V.

Einsteinweg 7, 3208 KK Spijkenisse
Nederland

T +31-181-46 50 30
E klimaattechniek@mourik.com

Mourik Limburg B.V.

Trambaan 15, 6101 AJ Echt
Nederland

T +31-475-41 67 00
E mlim@mourik.com

Mourik Limburg Civiel B.V.

Trambaan 15, 6101 AJ Echt
Nederland

T +31-475-41 67 00
E mlim@mourik.com

Mourik Services B.V.

Nieuwesluisweg 110, 3197 KV Botlek-Rotterdam
Nederland

T +31-10-296 54 00
E mserv@mourik.com

Mourik Techniek B.V.

Edisonweg 1, 2964 LK Groot-Ammers
Nederland

T +31-184-66 72 00
E mtech@mourik.com

Mourik Vlissingen B.V.

Liechtensteinweg 2, 4455 ST Nieuwdorp
Nederland

T +31-113-61 62 00
E mvlis@mourik.com

Mourik Van Tunen B.V.

Witte Hekweg 34, 1951 HL Velsen Noord
Nederland

T +31-251-26 44 55
E info@vantunen.nl

C.V. Ontwikkelingsmaatschappij Parijsch

Markt 1, 4101 BW Culemborg
Nederland

T +31-345-47 77 00
E mga@mourik.com

Park Residentie Dronten B.V.

Trambaan 15, 6101 AJ Echt
Nederland

T +31-475-41 67 00
E prd@mourik.com

Petrogas Gas-Systems B.V.

Harderwijkweg 2, 2803 PW Gouda
Nederland

T +31-182-56 53 95
E info@petrogas.nl

SBA Projectontwikkeling B.V.

Trambaan 15, 6101 AA Echt
Nederland

T +31-475-41 67 00
E sba@mourik.com

TCC Hoogvliet B.V.

Scheepsbouwweg 1, 3089 JW Rotterdam
Nederland

T +31-10-296 10 66
E info@tcc-hoogvliet.nl

Traffic & More B.V.

Nedereindseweg 503a, 3546 PM Utrecht
Nederland

T +31-30-687 81 10
E info@trafficanandmore.nl

UM Holding B.V.

Nieuwesluisweg 110, 3197 KV Botlek-Rotterdam
Nederland

T +31-10-296 56 00
E mint@mourik.com

Vogel B.V.

Fruiteniersstraat 13, 3334 KA Zwijndrecht
Nederland

T +31-78-610 04 00
E vogel@vogel-bv.nl

Vogel Bouwkundig Onderhoud B.V.

Fruiteniersstraat 13, 3334 KA Zwijndrecht
Nederland

T +31-78-610 04 00
E vogel@vogel-bv.nl

Vogel Kathodische Bescherming B.V.

Fruiteniersstraat 13, 3334 KA Zwijndrecht
Nederland

T +31-78-610 04 00
E vogel@vogel-bv.nl

Service-bureau Zuidgeest B.V.

Wagenmakerstraat 5, 2984 BD Ridderkerk
Nederland

T +31-180-48 03 23
E info@zuidgeest.nl

Weber B.V.

Voorstraat 67, 2964 AJ Groot-Ammers
Nederland

T +31-184-66 72 00
E mga@mourik.com
