

OF: BJ SOLUTIONS with its registered office in Wassenaar, the Netherlands.

## ARTICLE 1 DEFINITIONS

In these general terms and conditions, the terms following hereinafter are used in the following sense, unless expressly stipulated otherwise:

User: BJ Solutions B.V. with its registered office in Wassenaar, the Netherlands. Ch. of Comm: 60760796

Client: the counterparty of user, purchaser;

Agreement: the agreement between user and client;

The works : the total of work activities agreed upon between the user and the client, the user of the general terms and conditions, seller; agreed work activities and the machines and materials delivered by user.

## ARTICLE 2: GENERAL

2.1 The provisions of these general terms and conditions apply for every quotation, offer and agreement between user and client, which user has declared these terms and conditions to be applicable to, in so far as these terms and conditions are not expressly deviated from in writing by parties;

2.2 These terms and conditions also apply to all agreements with user, for the performance of which, user will engage third parties;

2.3 The applicability of general terms and conditions of client is explicitly excluded, unless otherwise agreed upon between parties in writing. If the general terms and conditions of parties apply concurrently, whenever there are conflicting provisions in the general terms and conditions of user and client, the provisions in the general terms and conditions of user will prevail;

2.4 If one or more provisions in these general terms and conditions are null and void or are voided, the other provisions in these general terms and conditions will remain in effect.

## ARTICLE 3: QUOTATIONS, OFFERS AND AGREEMENTS

3.1 All quotations, in whichever form, are free from obligation, unless a term for acceptance is stipulated in the quotation;

3.2 Agreements that user is party to will only be considered to having been concluded: a) after both parties have signed an agreement drawn up for that purpose, taking effect from the date of signing, or else; b) after receipt and approval of the written acceptance by client of an offer made by user; c) in the absence of which, by client submitting relevant documentation and items required for the assignment to user, or else by commencement of the work activities;

3.3 If a natural person concludes an agreement on behalf or at the expense of another natural person, by signing the contract he declares to be authorised to do so. This person will be jointly and severally liable for all obligations arising from the agreement, beside the other natural person;

3.4 The prices in the quotations and offers as referred to are in euros, excluding VAT and other government levies, also excluding costs for dispatch and any costs for transportation and packaging, unless explicitly stated otherwise;

3.5 User will not be bound by an acceptance that deviates from the quotation included in the offer. The agreement will then not be concluded in accordance with this deviating acceptance, unless otherwise stipulated by user;

3.6 A combined quotation does not oblige user to supply part of the goods included in the quotation or offer, for a corresponding proportion of the quoted price;

3.7 Quotations and offers do not apply for subsequent assignments;

3.8 All quotations are accompanied by a copy of these general terms and conditions;

3.9 If the offer is not accepted, user will have the right to charge the costs in connection with its drafting to the party at whose request the offer was made.

## ARTICLE 4 PERFORMANCE OF THE AGREEMENT

4.1 User accepts the assignment subject to the condition that awards required for the work, which client will provide, are granted before commencement of the work activities;

4.2 User will perform the agreement to the best of its knowledge and ability, in accordance with high standards; all this based on the state of the art known at that time;

4.3 If and in so far as proper performance of the agreement so requires, user will have the right to have work activities carried out by third parties;

4.4 If client has reserved delivery of certain materials and/or the performance of certain elements of the works, client will be liable for overdue delivery or overdue performance of same;

4.5 Client will ensure that all information and approvals, stipulated by user as necessary, or of which client should reasonably understand that these are necessary for the performance of the agreement, are submitted to user in time. If the information and approvals required for the performance of the agreement are not submitted to user in time, user will have the right to suspend the agreement and/or charge the additional costs arising from the delay to client against the usual rates;

4.6 User will not be liable for damage of whatever nature as a result from user proceeding from incorrect and/or incomplete information provided by client, unless this incorrectness and/or incompleteness should have been apparent to user;

4.7 If a performance of the agreement in phases is agreed

upon, user may suspend performance of elements that belong to a next phase, until client has provided written approval of the results of the preceding phase;

4.8 If the commencement or progress of the work is delayed by factors client is responsible for, the damage and costs arising from this for user must be compensated by client;

4.9 If work activities are carried out by user or by third parties engaged by user in the scope of the assignment at the location of client or at a location designated by client, the latter will provide for the facilities reasonably demanded by these workers at no charge;

4.10 Client ensures that user has access to the following in time:

- the building where the work is to be carried out;
- sufficient means for supply, storage and/or disposal of materials and resources;
- means to connect electrical machinery, lighting, heating, gas, compressed air and water;
- schematic drawings of the cables, pipes and mains;
- safety measures during work activities at the site.

4.11 The required electricity, gas, water and suchlike are at client's expense;

4.12 Client will be obliged, without entitlement to compensation, to make storage room for equipment and materials available at the request of user;

4.13 Client indemnifies user from any claims from third parties that incur damage in connection with the performance of the agreement and which damage is attributable to client.

## **ARTICLE 5 DELIVERY, COMPLETION**

5.1 The delivery of goods will take place at the location where user will perform the works, unless otherwise agreed;

5.2 Client will be obliged to take delivery of the goods at the moment when user delivers these to it, or has these delivered, or else at the moment when these are placed at its disposal under the agreement;

5.3 If client refuses to take delivery of the goods or is negligent in providing information or instructions required for the delivery, user will be entitled to place the goods in storage at the expense and risk of client;

5.4 If the goods are delivered, user will be entitled to charge possible costs for delivery;

5.5 If user requires information from client in the scope of performance of the agreement, the delivery time/performance will commence after client makes these available to client;

5.6 If user has advised a term for completion or delivery, this will be indicative. An advised term for completion or delivery will therefore never be a final deadline. If a term is exceeded client must give user a written notice of default;

5.7 Specified delivery terms will only take effect after receipt (if required) of the advance amount;

5.8 User will be entitled to deliver the work in parts, unless this is deviated from by agreement or if no independent value is vested in the partial delivery. User will be entitled to invoice partial deliveries separately.

## **ARTICLE 6 TRANSPORT/RISK**

6.1 If and in so far as user or a third party takes charge of transportation, dispatch, packaging and suchlike, the manner of same will be determined by user if no other instructions from client are submitted to user. Unless otherwise agreed upon, all risks in the matter will be borne by client, including fault/negligence of the carrier;

6.2 Any specific wishes from the client pertaining to transportation/dispatch will only be carried out if client has declared to bear the surplus costs of these.

## **ARTICLE 7 EXAMINATION, CLAIMS**

7.1 Client will be held to examine the completed work or the delivery at the moment of completion, delivery (or have it examined). Client must then verify whether quality and quantity of the performed work or the delivery is in accordance with the agreement, in any case complying with the requirements set for this in normal (business) transactions;

7.2 The inspection or the examination is performed by client in the presence of user and serves to determine whether user has complied with its obligations under the agreement;

7.3 Any visible shortcomings must be reported to user in writing within 8 working days after delivery or completion. Shortcomings that are not visible must be reported within 8 days after having been detected, unless otherwise agreed upon between parties;

7.4 User must be given the opportunity to check claims submitted;

7.5 If claims are submitted in time and if in the opinion of user these claims are just, user will remedy the shortcomings or defects within a reasonable term. Client will, however, remain obliged to pay for the performed work and purchased goods;

7.6 If claims are not submitted in time, or if client has put into use the performed work or delivered goods, the work will be considered to have been properly completed;

7.7 If client wishes to return defective goods, such will exclusively be done with advance written consent from user in the manner to be stipulated by user;

7.8 If as yet performing the agreed work activities is no longer possible or useful, user will only be liable within the boundaries of the provisions as referred to hereinafter under "Liability".

## **ARTICLE 8 MODELS**

8.1 If a model or image is shown or submitted to client, it will be presumed to have been shown as an indication, without the

requirement of compliance of the good with this, unless it is explicitly agreed that the good will comply with this;

8.2 Minor deviations in colour and shape may never give rise for any claim;

8.3 If in the agreement the surface measurements or other measurements and indications are stated, this will also be presumed to merely be an indication, unless these are required for the work activities to be carried out.

## **ARTICLE 9 REMUNERATIONS, PRICE AND COSTS**

9.1 If user has agreed a fixed price with client, user will nevertheless be entitled to increase the price in the cases as referred to hereinafter;

9.2 If no fixed price is agreed upon, the price will be determined on the basis of actual hours, or parts thereof, that were spent. The price will be calculated according to the usual hourly rates of user, applicable for the period in which the work activities are carried out, unless an hourly rate deviating from this has been agreed;

9.3 User may pass on a rise in prices if between the moment of the quotation or offer and the performance of the agreement there have been price changes of more than 10% with regard to, for example, turnover tax or raw materials.

## **ARTICLE 10 AMENDMENT OF THE AGREEMENT**

10.1 If during the performance of the agreement it proves to be required for proper performance of the agreement to adjust the work activities to be carried out and/or to supplement them, parties will amend the agreement accordingly in a timely fashion in mutual consultation;

10.2 If parties wish to amend and/or add further provisions to the agreement, the time of completion of the performance may be affected by this. User will inform client of this as soon as possible;

10.3 If the amendment of and/or further provisions to the agreement have financial and/or qualitative consequences, user will inform client of this in advance;

10.4 If for an amendment to the agreement user is required to make new drawings, calculations, models and suchlike, user will additionally charge the costs in connection with this to client;

10.5 If a fixed price was agreed upon, user will then indicate to what extent the amendment or further provisions will result in the fixed price being overrun. Overrunning the agreed price will be considered as contract extras;

10.6 Contract variations will be settled:

- in case of amendments to the agreement or else in the terms and conditions of performance;
- in case of deviations of the amounts of the provisional sums;

- in case of deviations of remeasurable amounts;

10.7 Provisional amounts are amounts referred to in the agreement, which are included in the contract price and which are designated for either:

- the purchase of materials and processing these, or else
- the performance of work activities, which on the day of the agreement were determined with insufficient accuracy and which must be filled in by client in further detail.

10.8 For each provisional amount the agreement will stipulate what this pertains to.

## **ARTICLE 11 PAYMENT**

11.1 Payments must be made within 60 days after the invoice date or if the user stipulated otherwise on the invoice or order confirmation, within the term as stipulated. Objections against the amount of the invoice will not suspend the payment obligation;

11.2 For assignments over € 2,000.00 user will be entitled to charge an advance of 50% of the order price. After receipt of the advance, user will commence with the agreed work activities or ensure delivery. Orders at third parties will be placed by user only after receipt of the aforementioned advance amount;

11.3 If client fails to fulfill payment within the term of 14 days, client will be in default by operation of the law. Client will then owe an interest equal to the statutory commercial interest rate as referred to in Book 6, Section 119(a) of the Dutch Civil Code per month or part of a month. The interest on the due and payable amount will be calculated from the moment when client is in default until the moment of payment of the full amount;

11.4 In case of liquidation, (filing for) bankruptcy, granting of statutory debt adjustment under the Dutch Debt Management (Natural Persons) Act, seizure or (provisional) suspension of payments of client, the claims of user on client will be immediately due and payable;

11.5 Payments will first be applied against costs, then against accrued interest and finally against principal and interest accruing.

## **ARTICLE 12 RETENTION OF TITLE**

12.1 All materials and other goods delivered by user, either or not processed, will remain in the ownership of user until client has complied with all obligations under all agreements concluded with user;

12.2 Client is not authorised to sell, pledge or in any other way encumber the goods that are subject to the retention of title;

12.3 If third parties were to seize delivered goods that are subject to retention of title or else wish to have a claim on these goods, client will be obliged to notify user of this as soon as possible;

12.4 In the event that user wishes to exercise its property rights as stipulated in this article, client states that it will grant user or third parties to be appointed by user unconditional and irrevocable consent to access all places where the property of user is located and take these goods away.

## ARTICLE 13 GUARANTEE

13.1 User guarantees that the performed works, or, as the case may be, the delivered goods comply with the usual requirements and standards that may be set on them;

13.2 The guarantee as referred to in the first paragraph of this article will apply during a period of 6 months after completion (or delivery);

13.3 If the delivered goods/performed works do not comply with this guarantee, user will at its discretion provide a replacement or remedy within a reasonable term after receiving written notification on the matter from client. In case of a replacement client declares to commit itself to return the replaced good to user and surrender ownership to user;

13.4 The guarantee as referred to only applies to defective material and manufacturing defects and does not apply when the defect arises as a result of improper, careless or spurious use, or when without written consent from user, client or third parties make adjustments, or else attempt to make adjustments to the good, or use it for purposes that the good is not intended for;

13.5 If user provides guarantee on a good manufactured by a third party, this guarantee will be limited to the guarantee provided by this third party;

13.6 As long as client fails to comply with its obligations under the agreements concluded between parties, it may not rely on this guarantee provision.

## ARTICLE 14 RISK TRANSFER

The risk of loss or damage of the supplied materials and other goods will transfer to client from the moment when these have been legally and/or actually delivered and as such are brought under control of client or a third party to be appointed by client.

## ARTICLE 15 COLLECTION COSTS

15.1 If client is in default of (timely) compliance with its obligations, all reasonable extrajudicial costs to achieve compliance will be borne by client. In any case client where a pecuniary claim is concerned, client will owe collection costs. The collection costs will be calculated pursuant to the collection rates according to the graduated scale Extrajudicial Collection Costs (Dutch BIK) published on 1 July 2012, with a minimum of €40;

15.2 Any necessary higher costs reasonably incurred by user also qualify for compensation. Any judicial and enforcement costs reasonably incurred will also be borne by client.

## ARTICLE 16 SUSPENSION AND TERMINATION

16.1 User is authorised to suspend compliance with the obligations or terminate the agreement if:

- client fails to comply, to comply in time or to comply in full with the obligations under the agreement;
- after concluding the agreement user becomes aware of circumstances that give good cause for concern that client will fail to comply, to comply in time or to comply in full with the obligations. In case there is good cause for concern that client will only partially comply or will not comply properly, **only the suspension will be allowed**
- **fails to materialise or is insufficient.** As soon as security is provided, the authority to suspend will lapse, unless this compliance is unreasonably delayed as a result of this;

16.2 Furthermore user will be authorised to terminate the agreement (or have it terminated), in case circumstances occur which are of such a nature that compliance with the agreement will be impossible or according to the standards of reasonableness and fairness may no longer be required, or else in case otherwise circumstances occur which are of such a nature that maintaining the agreement in unmodified form may reasonably not be expected;

16.3 If the agreement is terminated, the claims from user on client will be immediately due and payable. If user suspends the compliance with the obligations, it will retain its claims under the law and the agreement;

16.4 User at all times reserves the right to claim compensation for damages.

## ARTICLE 17 CANCELLATION

17.1 If client, after its conclusion, wishes to cancel an agreement, a sum amounting to 30% of the order price (including VAT) will be charged in cancellation costs, without prejudice to the right of user to claim full compensation for lost profits;

17.2 If, in case of a cancellation, client refuses to take possession of goods already purchased by user, such as (raw) materials, either or not processed, client will be held to pay user for all costs arising from this;

17.3 Cancellation must be effected by registered letter.

## ARTICLE 18 LIABILITY

18.1 If goods delivered or works performed by user are faulty, the liability of user will be limited to the provisions as laid down in these terms and conditions under "Guarantee";

18.2 Without prejudice to the liability pursuant to the agreement or the law, user will be liable for damage to the works during the performance of the work activities, unless this damage is the result of extraordinary circumstances, the harmful consequences of which user, in connection with the nature of the work, did not need to take fitting measures

against and the damage to be borne by it would be unreasonable;

18.3 User will at no time whatsoever be liable for goods it delivers and works it performs outside the Netherlands;

18.4 Client is responsible for constructions and working methods prescribed by it or prescribed on its behalf, also for orders and instructions issued by it or on its behalf;

18.5 If materials made available or prescribed by client prove faulty, client will be liable for the damage caused by this;

18.6 Client will be liable for damage to the work as a result of work performed or deliveries made by client or by third parties on its orders;

18.7 If user is liable for direct damage, this liability will be limited to the maximum amount to be paid out by the insurer of user, at least no more than the invoice amount, at least that part of the agreement the liability pertains to;

18.8 Direct damage will exclusively be understood to mean:

- the reasonable costs to determine the cause and the extent of the damage, in so far as this determination pertains to damage within the meaning of these terms and conditions;
- any reasonable costs incurred to have the defective performance of user comply with the agreement, unless this defect
- cannot be attributed to user; reasonable costs incurred to prevent damage, in so far as client proves that these costs have led to limitation of direct damage as referred to in these general terms and conditions;

18.9 User at no time whatsoever be liable for indirect damage, which includes consequential loss, lost profits, lost savings and damage due to business interruption;

18.10 The limitations of liability for direct damage as included in these terms and conditions do not apply in case the damage is a result of wilful intent or gross negligence on the part of user or its subordinates.

## **ARTICLE 19 FORCE MAJEURE**

19.1 Parties will not be held to comply with any obligation, if obstructed to do so as a result of a circumstance that is not attributable to gross negligence or intent from the party relying on such, and which they neither pursuant to the law, a legal act or generally accepted standards are accountable for;

19.2 Besides provisions in respect thereof in the law and case law, force majeure will also be understood to mean all external causes, either foreseen or unforeseen, which user has no influence over, however, which cause user to be unable to comply with its obligations. This will include job strikes in the company of user, power outages, frost, traffic jams and delays in the delivery of goods by a supplier and illnesses;

19.3 User will also be entitled to invoke force majeure, if the circumstance obstructing (further) compliance occurs after

user should have complied with its commitment.

19.4 During the period that the force majeure continues, parties may suspend the obligations arising from the agreement. In case this period lasts longer than two months, each party will be entitled to terminate the agreement, without the obligation to compensate the other party for damages;

19.5 To the extent that user, at the time the force majeure occurs, has partially complied with its obligations under the agreement, or will be able to comply with these and independent value accrues to the portion complied with or to be complied with, user will be entitled to invoice the portion complied with or to be complied with separately. Client will be held to pay this invoice as if it were a separate agreement.

## **ARTICLE 20 INTELLECTUAL PROPERTY AND COPY RIGHTS**

20.1 Without prejudice to the provisions in these general terms and conditions user will reserve the rights and authorities that accrue to him based on the Dutch Copyright Act and intellectual property rights;

20.2 Client will not be permitted to make alterations in the work or the goods, unless it follows otherwise from the nature of the delivered goods, or unless otherwise agreed upon in writing;

20.3 Any designs, brochures, sketches, drawings, samples and models created by user in the scope of the agreement will remain property of user, regardless as to whether these have been handed over to client or third parties, unless otherwise agreed upon. Without prior consent from user, these may not be multiplied, made public or made known to third parties, unless it arises otherwise from the nature of the items handed over;

20.4 User reserves the right to use any increased knowledge resulting from the work activities carried out for other purposes, in so far as no confidential information is made known to third parties in doing so.

## **ARTICLE 21 CONFIDENTIALITY**

21.1 Both parties are obliged to observe confidentiality regarding all classified information they acquire from each other or from other sources in the scope of the agreement. Information will be considered classified if this has been stipulated by a party or if this arises from the nature of the information;

21.2 If, based on a legal provision or a court decision, user is held to also provide classified information to third parties appointed by law or by the competent court and in this matter user may not claim a legal right or a right recognised or permitted by the competent court to decline to give evidence, user will not be held to pay any compensation or damages and client will not be entitled to terminate the agreement based any damage arising from this.

## **ARTICLE 22 EARLY TERMINATION MAINTENANCE AGREEMENT**

22.1 Unless otherwise agreed upon, parties may at all times terminate the maintenance agreement before the end of the

term in writing, observing a notice period of no less than 3 months;

22.2 In case of such early termination of the maintenance agreement by client, user will be entitled to payment of the declarations for work activities carried out until that time, also for the costs incurred and the costs arising from any required commitments user entered into with third parties to perform the assignment. The provisional results of the work activities performed up to that time will be made available to client subject to restrictions, after payment of the costs added up;

22.3 In case of early termination of the maintenance contract by user, the latter will provide for the transfer of work activities yet to be performed to third parties in consultation with client, unless the termination is based on facts and circumstances attributable to client.

## **ARTICLE 23 DISPUTES**

The court in the place of domicile of user will be exclusively authorised to take cognizance of disputes. Nonetheless user will be entitled to submit the dispute to the court which has jurisdiction by law or to a Board of Arbitration.

## **ARTICLE 24 APPLICABLE LAW**

Each agreement between user and a client will be subject to Dutch law.

## **ARTICLE 25 SOURCE OF THE TERMS AND CONDITIONS**

These terms and conditions are available from BJ Solutions B.V., Van Hallstraat 2, 2241KT Wassenaar, the Netherlands, [info@bjsolutions.nl](mailto:info@bjsolutions.nl).