

GENERAL CONDITIONS OF SALE of J. de Jonge Group., with its registered office at Koningin Wilhelminahaven ZZ 18, 3134KG Vlaardingen, the Netherlands, and all its Group Companies.

Section 1: general

1 Definitions

1.1 *For the application of these General Conditions of Sale, the following definitions are explained as follows:*

<p>“Group companies”:</p>	<p>legal entities and companies within the meaning of Sections 24a, 24b and/or 24c of Book 2 of the Netherlands Civil Code and in relation to J. de Jonge Group., for the purpose of this document in any case taken to mean:</p> <ul style="list-style-type: none"> - JMEC Engineering B.V. with its registered office in Vlaardingen, the Netherlands; - JLA Loading Technology B.V. with its registered office in Vlaardingen, the Netherlands; - JRS rotating service B.V. with its registered office in Vlaardingen, the Netherlands; - JLS loading arm service B.V. with its registered office in Vlaardingen, the Netherlands; - J de Jonge mechanical B.V. with its registered office in Vlaardingen, the Netherlands; - J de Jonge flowsystems LLC with its registered office in Jubail, Saudi Arabia; - JJF International B.V. with its registered office in Vlaardingen, the Netherlands; - Heat Exchanger Service B.V. with its registered office in Vlaardingen, the Netherlands; - J. de Jonge mechanical regio Noord-West B.V. with its registered office in Amsterdam, the Netherlands; - J. de Jonge flowsystems N.V. with its
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	<p>registered office in Antwerp, Belgium;</p> <ul style="list-style-type: none"> - J. de Jonge flowsystems GmbH with its registered office in Hurth, Germany; - J. de Jonge flowsystems Middle East L.L.C with its registered office in Jubail; - J. de Jonge Loading Arm Systems N.V. with its registered office in Aruba; - Bajolock B.V. with its registered office in Vlaardingen, the Netherlands;
“Intellectual Property Rights”:	all intellectual property rights, including copyrights, design rights, trademark rights and patent rights, know-how and claims on account of slavish imitation/illegal competition;
“Client”	the (potential) party with whom the Supplier is dealing, to whom the Supplier has made an offer, or with whom the Supplier has concluded an Agreement;
“Supplier”	J. de Jonge flowsystems B.V. (Chamber of Commerce reference no. 24181046 and VAT number NL.0060.89.628.803), and the relevant Group Company or Companies;
“Materials”:	all materials, components, equipment, machines and other parts that must, by virtue of the Agreement be used for the creation, or form part of the Work;
“Equipment”:	All instruments, tools, means of transport and other resources needed to execute the Activities;
“Agreement”:	each agreement between the Client and the Supplier;
“Products”:	all materials, components, equipment, machines and/or other products delivered by the Supplier by

	virtue of the Agreement;
“Conditions of sale”:	these General Conditions of Sale, which have been filed with the Chamber of Commerce in Rotterdam, the Netherlands;
“Work”:	the result of the Activities;
“Activities”:	The (assembly) activities, the (maintenance) services and the deliveries undertaken by virtue of the Agreement;

2 Applicability

- 2.1 *These Conditions of Sale apply to and form an integral part of all offers made by the Supplier, all agreements concluded by the Supplier, to Activities and to the use of Products, Materials and Work. The additional conditions of Section 2 of these Conditions of Sale also apply to the specific case of borrowing personnel.*
- 2.2 *Deviations from and additions to the Agreement, including these Conditions of Sale, can be agreed on in a valid manner only by means of a written statement signed by the Supplier and the Client, or their appropriately authorised representatives. In the event of inconsistencies between these Conditions of Sale and the Agreement, the Agreement prevails.*
- 2.3 *The applicability of any purchasing or other conditions of the Client is explicitly rejected.*
- 2.4 *In the event that any provision in the Agreement which these Conditions of Sale form an integral part of, is declared void, voidable, unlawful or otherwise unenforceable by any judicial or other competent authority, the parties will consult with the objective of reasonably changing that provision so that it reflects the intention of the parties without being void, voidable or unlawful. All other provisions of the Agreement remain in full force in such cases.*



3 Offers

- 3.1 *Offers, quotations and other manifestations from the Supplier are without obligation, unless explicitly stated otherwise in writing by the Supplier. If and insofar as offers are based on the data, drawings, documents, materials and other information provided by the Client with any request, the Client guarantees the correctness of such data, drawings, documents, materials and other information and is responsible for them and costs caused by errors in and/or changes to these documents are payable by the Client. The Client always ensures that the requirements which the Supplier's performance must comply with are correct and complete.*
- 3.2 *All prices stated in offers are based on the costs of Materials and wages as they apply on the day of the offer, they apply for delivery Ex Works, as specified in the Incoterms, version 2010, and are exclusive of VAT (turnover tax) and other taxes and levies.*
- 3.3 *If the Client decides not to give an instruction to the Supplier, the Supplier is entitled to charge the Client for the costs he had to incur in order to be able to make his offer or quotation.*
- 3.4 *The contents of brochures, printed matter, websites, images, drawings, etc. do not bind the Supplier, unless explicitly referred to in the Agreement.*

4 Agreements

- 4.1 *Agreements are formed only after the Supplier's explicit acceptance of an offer. This explicit acceptance is evidenced by the written confirmation from the Supplier, or the fact that the Supplier executes the, verbal or otherwise, Agreement.*
- 4.2 *Agreements with subordinates of the Supplier do not bind the Supplier, unless such agreements are confirmed in writing by the Supplier. Within this context, subordinates are taken to mean all employees of the Supplier who are not authorised to represent.*

5 Prices and payment

- 5.1 *All cost estimates and budgets issued by the Supplier are issued for indicative purposes only, unless explicitly agreed otherwise.*

- 5.2 *The prices and payments set out in the Agreement are based on the costs of Materials and wages as they apply on the day of the Agreement. If and insofar as the period between the date of the Agreement and the date of delivery or completion is more than six months and the wages, the prices of Materials and suchlike have risen during that period, the agreed price or the agreed contract price will be adjusted accordingly. Any additional costs by virtue of this article will be invoiced at the same time as the invoice for the (remaining) prices and payments originally agreed on.*
- 5.3 *All prices and payments due by virtue of the Agreement are exclusive of VAT (turnover tax) and other taxes and levies. All prices and payments are stated in euros and must be paid by the Client in that currency, unless otherwise agreed.*
- 5.4 *Agreed prices and payments apply for delivery Ex Works, as defined in the Incoterms, version 2010, unless agreed otherwise in writing.*
- 5.5 *The Client must pay the Supplier for the Activities within 30 days of the Supplier having sent the relevant invoice, unless agreed otherwise in writing.*
- 5.6 *In the case of orders for Products and in the case of the contracting of Activities, the Supplier is entitled to invoice the Client 30% of the agreed price upon conclusion of the Agreement, unless agreed otherwise in writing.*
- 5.7 *The Supplier, before making delivery or (further) complying with the Agreement, is entitled to ask the Client to furnish security for the fulfilment of the payment obligations under the Agreement. When the Client refuses to furnish the desired security, the Supplier is entitled to dissolve the Agreement by means of an appropriate written statement, without prejudice to the Supplier's right to compensation by the Client for expenses and loss of profits.*
- 5.8 *Failing prompt payment of an invoice, the Client is immediately in default without a notice of default or demand being required, and the Supplier can charge the Client statutory commercial interest or, if this is higher, a statutory interest rate of 10% per year, on the outstanding amount. For the calculation of the commercial interest, any part of a month is regarded as a full month.*
- 5.9 *If after a written demand to that end the Client still fails to pay, the Client is also obliged to compensate the Supplier for all costs incurred by the latter in respect of the demand referred to, including any other collection measures, judicial and extrajudicial.*

- 5.10 *If the Client is declared insolvent, applies for a moratorium or if a guardianship order has been applied for, if any of the Client's property or claims are seized or when the Client dies, goes into liquidation or is dissolved, all prices and payments due under the Agreement become immediately due and payable.*
- 5.11 *The Supplier is entitled to suspend his fulfilment of the Agreement if the Client fails to fulfil his payment obligations. This also applies if the parties have agreed on a fixed delivery date or delivery period. In that case, any penalties for late deliveries agreed on will lapse and any current Bank Guarantee issued to the Client will not be extended.*

6 Retention of title

- 6.1 *The Supplier continues to be the owner of the Products, Materials or Work delivered or yet to be delivered, until the Client has paid the Supplier all the amounts he owes the Supplier by virtue of the Agreement or a similar agreement, in full. The Supplier also continues to be the owner of the Products, Materials or Work delivered or yet to be delivered, until the Client has paid any claims on account of failure to fulfil such agreements, including penalties, interest and costs.*
- 6.2 *In the event that the Client fails to fulfil any obligation under the Agreement with regard to Products sold, Activities to be carried out or Work and Materials to be delivered towards the Supplier, the Supplier is entitled to take back the Products, Materials or the Work, without a notice of default being required. The Client authorises the Supplier to access the location where these Products, Materials or the Work are held. All related costs incurred by the Supplier in order to take back the Products, Materials or the Work are payable by the Client and must be paid within 30 days of the Supplier sending the invoice.*
- 6.3 *The moment the Client has fulfilled all of his payment obligations under the Agreement, the Supplier will transfer ownership of the delivered goods, subject to the Supplier's right of pledge, in favour of other claims the Supplier has against the Client. On the Supplier's demand, the Client will cooperate in any action required in that respect.*
- 6.4 *Any rights, user rights included, are granted or transferred to the Client, on the condition that the Client has paid all payments due under the Agreement in full. If the parties have agreed on a periodic payment obligation for the granting of a user right, the Client will be entitled to the user right provided he fulfils his payment obligation.*
- 6.5 *The retention of title described in this article does not affect the transfer of risk described in this article 12.*

7 Intellectual property

- 7.1 *The Supplier and/or his licensors and suppliers are the owner of the Intellectual Property Rights to designs, sketches, analyses, images, drawings, models, software, offers, Materials and Products developed and/or issued by the Supplier, unless explicitly agreed otherwise. The Client will only have the user rights explicitly granted to him in the Agreement and the law.*
- 7.2 *The Client is not allowed to damage, change or remove any notice pertaining to the confidential character or to Intellectual Property Rights of designs, sketches, analyses, images, drawings, models, software, offers, Materials and Products*
- 7.3 *The Client cannot copy any designs, sketches, analyses, images, drawings, models, software and offers developed and/or issued by the Supplier, to show them to third parties or otherwise use them without the latter's explicit consent, regardless of whether the Client has been charged for that. The Client is obliged to return such designs, sketches, analyses, images, drawings, models, software and offers to the Supplier on the latter's demand, subject to a penalty of € 1,000 per day.*
- 7.4 *The Supplier indemnifies the Client against every third-party legal claim based on the allegation that the Products and Materials developed and delivered by the Supplier infringe an Intellectual Property Right of that third party, on the condition that the Client immediately notifies the Supplier in writing of the existence and content of the legal claim and that it leaves the Supplier to deal with the case, including the effectuation of any settlements. To that end, the Client will provide the Supplier with the necessary authorisations, information and assistance in order to defend himself against this legal claim, in the name of the Client, if so required. This obligation to indemnify no longer applies if the alleged infringement relates to*
- a) data, components or Materials made available to the Supplier by the Client for use, treatment, processing or incorporation;
 - b) changes made by the Client or by third parties, on the instructions of the Client, to Products and Materials developed and/or delivered by the Supplier without the written consent of the Supplier, or if the Client does not use Products delivered by the Supplier in accordance with instructions issued by the Supplier.



7.5 *If it has been irrevocably established at law that the Products and Materials developed and/or delivered by the Supplier infringe any third-party Intellectual Property Right or if the Supplier feels there is a reasonable chance of such infringement occurring, the Supplier will, if possible, ensure that the Client can continue to use the delivered Products and Materials or functionally similar Products and Materials.*

7.6 *The Client guarantees that no third-party rights prevent the Client from providing the Supplier with data and Materials for the purpose of use, treatment, installation or incorporation. The Client identifies the Supplier against any third-party claim that is based on the allegation that such availability, use, treatment, installation or incorporation infringes any rights of that third party.*

8 Advice, designs and Materials

8.1 *Information and advice given to the Client by the Supplier are of a general nature only and free from obligation.*

8.2 *The Supplier is not responsible for any design elaborated by or on behalf of the Client, nor for any advice given for that design.*

8.3 *The Client is responsible for the functional suitability of Materials prescribed by the Client. Functional suitability is taken to mean the suitability of the Materials or the component for the purpose for which the Client's design is intended.*

8.4 *The Supplier is responsible for the designs he has created. The guarantee set out in these Conditions for Sale apply to this. Changes to the manufacture/construction of a product or work ensuing from changes to a design following claims from the Client about this design are not the responsibility of the Supplier.*

8.5 *In the case of designs not created by or on behalf of the Supplier, the Supplier is only responsible for the manufacture of the Activities in accordance with the Client's instruction and for the reliability of the Materials used by the Supplier, insofar as these Materials are not prescribed by the Client.*

8.6 *The Supplier is not responsible for components and/or Materials, semi-finished products included, made available to him by the Client or prescribed by the Client.*



9 Impracticability of the Agreement, force majeure

- 9.1 *If after conclusion of the Agreement it emerges that the Supplier cannot comply with the Agreement as a result of circumstances not known to the Supplier when the Agreement was concluded, the parties will, in close consultation, change the content of the Agreement to the extent that execution is possible after all, regardless of whether this results in higher costs for the Client.*
- 9.2 *The Supplier is entitled to suspend fulfilment of his obligations and he is not in default if, as a result of the force majeure situation, he is temporarily obstructed from fulfilling his obligations. Among other things, force majeure is taken to mean force majeure at the Supplier's suppliers, failure to properly fulfil obligations by suppliers prescribed to the Supplier by the Client, faulty goods, equipment, components or Materials from third parties whose use has been prescribed to the Supplier by the Client, government measures, market developments, incorrect or incomplete third-party information used by the Supplier during the execution of the Activities, power cuts, Internet interruptions, computer network or telecommunication facilities breakdowns, war, staffing establishment, strikes, general transport problems, including import and export bans, and the unavailability of one or more members of staff of the Supplier.*
- 9.3 *No right to suspend applies when fulfilment is permanently impossible or if the force majeure situation lasts for more than six months. In that case, each of the parties is entitled to terminate the Agreement in writing. In that case, anything already performed by virtue of the Agreement will be settled with the addition of 10% in profits on the basis of the costs incurred by the Supplier, without the parties owing each other anything (after the Client has paid the costs to the Supplier).*

10 Scope of the Activities

- 10.1 *The Client is responsible for promptly applying for and obtaining permits, exemptions and similar decisions required for the Supplier in order to fulfil his obligations under the Agreement.*
- 10.2 *Unless explicitly agreed otherwise, the price for the Activities does not include:*
- the costs of civil-engineering or structural work, of whatever nature.
 - the costs for horizontal and/or vertical transport of items of property that do or do not form part of the Activities to be carried out by the Supplier, as well as the hoisting or lifting equipment and tackles required for this;

- the costs for taking measures to prevent damage to items of property on or near the Activities, in the broadest sense of the word.
- additional costs for removal, depending on the nature of the material to be removed including but not limited to hazardous construction materials and/or chemical waste.

11 Changes to the Activities

- 11.1 *During the term of the Agreement, the Activities may change, for instance as a result of a specific instruction from the Client, changes to the design, incorrect data provided, or deviations from estimated quantities. Changes with regard to the Activities are regarded as contract extras when they result in additional costs for the Supplier and as contract reduction when they result in lower costs for the Supplier. The Supplier will notify the Client as soon as possible in the event of changes that will lead to contract extras. A late announcement of contract extras/additional costs does not relieve the Client from his obligation to pay the Supplier the costs related to the contract extras.*
- 11.2 *Contract extras are calculated on the basis of price-determining factors such as wage costs, the costs for deploying auxiliary personnel, the costs for Materials and/or equipment, taxes and levies that apply at the time of the contract extras being executed.*
- 11.3 *Contract reductions are set off on the basis of price-determining factors as they apply at the time the Agreement is concluded, including wage costs, the costs for deploying auxiliary personnel, the costs for Materials and/or equipment, taxes and levies.*



12 Delivery, transfer of risk

- 12.1 *Delivery of Products, Materials and Work is made Ex Works and not packed for transport as described in the Incoterms, version 2010, at the workshop, plant, yard or warehouse specified by the Supplier, unless agreed otherwise in writing.*
- 12.2 *In all cases, also when the Supplier, in the case of delivery Ex Works, at the Client's request arranges for the Products, Materials and Work to be shipped to the destination given by the Client, the risk of loss and damage transfers to the Client the moment the Products, Materials and Work are made available at the workshop, plant, yard or warehouse specified by the Supplier. The Client is liable for all damage in connection with the packing and loading of Products, Materials and Work and the subsequent transport thereof to the destination given by the Client.*
- 12.3 *All delivery dates and period are target dates and periods, not final dates and periods. The delivery dates and periods are determined by approximation. Unless agreed otherwise in writing, delivery dates and periods commence:*
- a) when the parties have reached agreement about all technical details in connection with the Activities;
 - b) when all permissions, permits and licences required for the execution of the Activities have been obtained and all data required for the execution of the Activities is in the possession of the Supplier, if applicable; and
 - c) when the Supplier has received the (partial) payment and/or securities specified in the Agreement.
- 12.4 *Delivery dates and periods are stipulated on the understanding that the Supplier can continue to carry out the Activities in the manner foreseen at the time of the Agreement and that the Client will deliver the Materials needed by the Supplier in time.*



- 12.5 *If the Supplier expects a delivery date or period to be exceeded, he will notify the Client as soon as possible, stating a new delivery date or period.*
- 12.6 *Exceeding delivery dates and periods will never constitute a right to compensation, unless explicitly agreed otherwise in writing.*
- 12.7 *When the Work, the Materials and/or the Products have not been bought by the Client after the delivery date or period has been exceeded, and/or if the Materials cannot be installed in the Work, the Work, the Materials and/or the Products will be available to the Client and they will be stored at his expense and risk. The costs for storage and any necessary horizontal and vertical transport and packing of the Materials and/or Products will be charged by means of monthly advance invoices. Goods will not be released to the Client until these storage costs have been paid.*

13 Packaging

- 13.1 *Required packaging will be charged to the Client at cost price. The Supplier does not take back any packaging. To what extent the use of packaging is required is at the discretion of the Supplier.*

14 Activities at the Client's location

- 14.1 *If the parties have agreed that the Supplier will carry out Activities (e.g. that he will assemble Products or carry out maintenance) at a location to be stipulated by the Client, the Supplier will carry out the Activities at the Supplier's normal prevailing rates. The Supplier's personnel charged with the Activities will limit itself to the Activities described in the Agreement.*
- 14.2 *The Client ensures that*
- the Supplier can carry out the Activities within the agreed time schedule and during normal working hours and that any required work permits are in place;
 - the space where the Activities must be carried out have a free supply of gas, water, fuel and electricity, as well as the required connections;
 - the tools, equipment and resources stated by the Supplier are present at the location;

- the space where the Activities are carried out is heated or can be heated;
- before commencement of the Activities, the Supplier has been notified in writing of all relevant safety regulations that apply at the location, and that before commencement of the Activities, the necessary safety and precautionary measures have been taken, so that they can be carried out in a safe and healthy environment;
- the personnel of the Supplier can use appropriate, good accommodation in the vicinity of the location, as well as hygienic sanitary facilities and facilities prescribed under the Working Conditions Act and other applicable legislation;
- the location offers free, lockable and dry storage units for Equipment, Materials, the Work and personal belongings of the Supplier's personnel;
- the access roads to the location are suitable for the necessary transport of Equipment, Materials and/or Work.

14.3 *When the Activities cannot be carried out in the agreed manner for reasons that cannot be attributed to the Supplier or if they are somehow delayed, the Supplier is entitled to charge the Client the ensuing additional costs, at the then prevailing rate.*

14.4 *All unforeseen costs, particularly those listed below, are payable by the Client:*

- costs incurred because assembly cannot take place during the normal working hours of the Supplier; and
- travel and subsistence expenses that were not included in the agreed price for the Activities.



14.5 *The Supplier informs the Client when the Activities have been completed. As soon as the Activities are completed, the Client must check if the Work meets the specifications set out in the Agreement.*

15 Completion

15.1 *The Work and/or Product is considered completed:*

- when the Supplier has notified the Client (in writing or verbally) that the Activities are completed and/or the Work is completed and/or the Product is completed.
- eight days after the Supplier has notified the Client in writing that the Activities are completed or that the Product is ready for the Client and the Client has failed to notify the Supplier in writing within that term that, for whatever reason, he rejects the Work and/or the Product; or
- when the Work and/or Product are taken into use, on the understanding that by taking part of the Work and/or Product into use, only that part of the Work and/or Product can be regarded as having been completed.

A Product is considered completed when the Supplier has notified the Client in writing that the Product is ready for Ex Works delivery.

15.2 *Failing approval of the Work and/or Product, obstructing completion, the Client is obliged to notify the Supplier in writing, stating the reasons.*

15.3 *The fact that a component of the Work or Product is missing does not preclude completion of the Work or Product if the lack thereof is the result of circumstances that cannot be attributed to the Supplier. The Supplier will notify the Client of any consequences thereof with regard to the agreed payment and warranty.*

16 Warranty

16.1 *Faulty Products, components of Works and treatments with regard to Materials supplied by the Client with regard to which the warranty must be invoked, must be reported to the Supplier in writing as soon as possible but within 24 hours of discovering the fault or faults. After this period, the warranty for the fault of faults lapses.*

- 16.2 *The notification referred to in article 16.1 must contain a detailed description of the fault, as well as the details of the faulty Product or Work component.*
- 16.3 *The Supplier guarantees the correct execution of the Activities in terms of construction and Materials insofar as the Supplier was free in selecting them, on the understanding that the Supplier will supply new components free of charge for all components of Works that become faulty within twelve months of completion due to poor construction and/or poor Materials.*
- 16.4 *If the Agreement provides for the supply of Products, the Supplier will rectify poor Products manufactured by the Supplier at the expense of the Supplier, when the fault manifested itself within twelve months of the Product being supplied, on the understanding that faults in loading arms are subject to the deviating warranty conditions described in Appendix 1 to these Conditions of Sale, if the parties have agreed on this in the Agreement. Products manufactured by third parties are subject to the warranty conditions of that third party.*
- 16.5 *Repaired (components of) Works and Products, whose warranty period specified in articles 16.3 and 16.4 above has lapsed, are subject to a warranty period of six months, counting from the date on which the repaired (components of) Works and Products are delivered.*
- 16.6 *The Work or Product components to be replaced are sent to the Supplier at the expense of the Client. The Supplier will become the owner of them. The costs for disassembling and/or assembling the faulty components of Works or Products, and any resources needed for the disassembly and/or assembly are payable by the Client. If the Supplier is unable to find the faults reported by the Client, the costs for inspection and return are payable by the Client.*
- 16.7 *If the instruction specified in the Agreement consisted of treating Materials supplied by the Client, the Supplier guarantees the soundness of the treatment carried out. If for a period of six months after completion it emerges that the treatment was faulty, the Supplier will, at his discretion: carry out the treatment again, provided the Client supplies new Materials at his own expense, rectify the fault or credit the Client for a proportionate part of the invoice.*



- 16.8 *The warranty excludes faults caused by normal wear and tear, improper treatment, incorrect or poor maintenance or incorrect use, faults that manifest themselves after changes or repairs made by or on behalf of the Client or third parties, faults that are the result of natural phenomena, a reduction in quality, short-circuiting or water damage.*
- 16.9 *The warranty only applies if the Client has fulfilled all his obligations towards the Supplier (both financially and otherwise), or if he has furnished enough security for that.*
- 16.10 *The warranty described in this article is the Client's only right in the event of faulty Products, components of Works and treatments with regard to the Materials supplied by the Client.*

17 Complaints

- 17.1 *Complaints about invoices must be submitted in writing within eight days of having received the invoice or 10 days within the invoice date.*
- 17.2 *The Client loses all rights and powers available to him on the grounds of defectiveness if he has failed to submit his complaint in writing within the term set out in the warranty conditions or above and, if applicable if he has not given the Supplier the opportunity to rectify the faults.*
- 17.3 *The Client is not entitled to suspend his obligations under the Agreement, including the payment of invoices, in the event of complaints.*

18 Confidentiality and privacy

- 18.1 *The Client and his personnel will keep all confidential information provided within the framework of the Agreement confidential and use it only insofar as required for the fulfilment of his obligations under the Agreement.*
- 18.2 *Without the prior written consent of the Supplier, the Client will not publish any confidential information obtained within the framework of the Agreement or disclose it to third parties, unless and insofar as the Client can demonstrate that:*

- a) it was general public knowledge before the agreement was signed;

- b) it became general public knowledge, through no action of one of the parties, after the Agreement was signed;
- c) the Client was familiar with it, without this constituting a violation of the duty of confidentiality; or
- d) it should be published by operation of law, or by virtue of a (court) order from a government body.

18.3 *Insofar as the parties process personal details during the execution of the Agreement, they will do so in accordance with applicable legislation in the field of the protection of personal data, including the Personal Data Protection Act. The Client indemnifies the Supplier against claims from persons whose personal data is processed by the Client, or for which the Client is responsible pursuant to the law or otherwise, unless the Client proves that only the Supplier is accountable for the facts on which the claim is based.*

19 Liability

19.1 *The total liability of the Supplier, of whatever nature (including as a result of indemnification as specified in article 7.4 of the Conditions of Sale), is limited to the damage suffered by the Client (not being consequential damage) that is the direct and exclusive result of a shortcoming that can be attributed to the Supplier, on the understanding that only damage for which the Supplier is insured qualifies for reimbursement, and damage attributed to the Supplier by virtue of the law, on the grounds of product liability. The total liability of the Supplier for such damage will never be more than the amount paid out by the Supplier's insurance company and/or the invoice value of the instruction for the shortcoming attributed to the Supplier, subject to the fact that the Supplier's total liability by virtue of product liability is limited to the maximum permitted by law. In the case of engineering Activities, the Supplier's total liability will never be more than a maximum 5% of the invoice amount for the engineering Activities.*

19.2 *The Supplier can never be held liable for indirect damage and consequential damage, including lost profits, missed savings, reduced goodwill, damage caused by business interruptions and damage caused by the use of Works and Products in violation of the instructions given by the Supplier and the Supplier's warranty conditions. Neither is the Supplier liable for damage caused by or during the execution of the Activities, including the assembly of Products or Materials, which damage affects items being worked on or items in the vicinity of the location where the Activities are being carried out, unless and insofar as the Supplier is insured for that.*

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- 19.4 *The Supplier cannot guarantee the correctness and completeness of the information provided to him by the Client and he accepts no liability for that.*
- 19.5 *The Supplier is not liable for failures of third parties whose services the Supplier uses or has used within the framework of the Agreement, if the Supplier demonstrates that he has selected these third parties carefully.*
- 19.6 *Unless compliance by the Supplier is permanently impossible, the liability of the Supplier for attributable failure to perform an Agreement is subject to the Client giving the Supplier immediate and written notice of default, specifying a reasonable period to remedy the failure and the Supplier continuing to fail in the fulfilment of his obligations after that term. In order to allow the Supplier to respond effectively, the notice of default must contain a description of the failure that is as accurate and detailed as possible.*
- 19.7 *A condition with regard to any right to compensation being created will always be that the Client reports the damage in writing to the Supplier as soon as possible after it has arisen. Every claim for compensation against the Supplier ends by the mere lapse of 24 months after the claim was formed.*
- 19.8 *The Client is in any case liable for all damage caused by loss, theft, fire or damage to the items, tools and materials of the Supplier insofar as they are located at the Client's site, insofar as this cannot be attributed to failure on the part of the Supplier.*
- 19.9 *The Client will indemnify the Supplier against all third-party claims for compensation as a result of using drawings, samples, models or model plates or other items and data.*
- 19.10 *The exclusions and limitations of the Supplier's liability as set out in the previous paragraphs of this article do not affect the other exclusions and limitations of the Supplier's liability by virtue of these Conditions of Sale.*
- 19.11 *The provisions in this article 19, as well as all other limitations and exclusions of liability set out in these Conditions of Sale also apply in favour of all persons and legal entities deployed by the Supplier for the performance of the Agreement.*



20 Term and termination

- 20.1 *Agreements are concluded for the period agreed on in the Agreements, unless the parties are entitled to prematurely terminate all or part of the Agreements, with due observance of this article 20.*
- 20.2 *The parties are entitled to terminate the Agreement with immediate effect by means of a written notification:*
- a) *when the other party violates one or more of his obligations from the Agreement, on the condition that one party gives the other party written notice of default, setting a reasonable term to rectify the fault and the other party has failed to fulfil his obligations after that term;*
 - b) *when the business and/or organisation of the other party is discontinued as a result of, among other things but not limited to insolvency, liquidation or otherwise.*
- 20.3 *In the event of termination of the Agreement, the Client must return all documents and materials provided by the Supplier, with the exception of Products and Materials already delivered and paid for, as well as any copies thereof to the Supplier within two weeks of termination or dissolution. If this returning these items is actually impossible, the Client must destroy these documents and materials immediately after termination, on submission of proper proof of such destruction.*
- 20.4 *In the event of termination, the Client is not entitled to compensation and the Supplier is fully entitled to payment of all performances undertaken by him, with a 10% profit surcharge.*



20.5 *The Supplier explicitly waives his right to dissolve the Agreement (Section 6:625 of the Netherlands Civil Code).*

21 Applicable law and disputes

21.1 *All agreements are subject to Dutch law. The applicability of the Vienna Sales Convention is explicitly excluded.*

21.2 *All disputes, including those that are regarded as such by only one (1) of the parties, that may arise on account of the Agreement, these Purchase Conditions, an order form, any other agreement or any legal relationship ensuing from that are settled in accordance with the Arbitration Regulations of the Netherlands Arbitration Institute in Rotterdam, the Netherlands, by one (1) or three (3) arbitrators. The place of arbitration is Rotterdam, the Netherlands. The language of arbitration is Dutch. If the original evidence is set up in a different language, the parties are entitled to submit that evidence in that different language if the arbitrator or arbitrators agree with this.*

21.3 *The Supplier is also entitled to take the Client to the competent court in Rotterdam, the Netherlands, in the town or city where the Supplier has his registered office or the town or city where the Client has his registered office, business address or where he chooses the address for service. When the Client has no permanent establishment in the Netherlands, the address for service he chooses in the event of disputes must be in the Netherlands, The Client must confirm his choice for address for service or changes thereto in writing.*

Section 2: additional conditions for supplying personnel

The conditions in this section apply in the event that personnel of the Supplier is supplied to the Client within the framework of the Activities.

1 Execution of Activities

1.1 *If personnel of the Supplier is supplied to the Client within the framework of the Activities, the Client will set up and maintain the spaces where and the Equipment with which the Activities are executed in such a way, and take such measures for the execution of the Activities and furnish instructions that are reasonably required in order to prevent the Supplier's personnel getting injured during the execution of the Activities. In that respect, the Client will ensure that:*

- before the Activities commence, personnel of the Supplier promptly receive written instructions about all relevant safety regulations of the Client;

- before the Activities commence, the safety and precautionary measures prescribed by the Supplier and otherwise have been taken, so that the Activities can be carried out in a healthy and safe environment;
- proper hygienic sanitary facilities and other facilities and resources prescribed under the Working Conditions Act and other applicable legislation are in place for the Supplier's personnel;
- free, lockable and dry storage units for the personal belongings of the Supplier's personnel are available for the Supplier's personnel; and
- the space where the Activities are carried out is heated or can be heated.

2 Damage

2.1 *The Client will immediately notify the Supplier in writing if:*

- a) personnel of the Supplier causes damage to a third party, which damage may have been caused by an error of the Supplier's personnel;
- b) personnel of the Supplier has suffered damage during the execution of the Activities.

2.2 In the event of damage to a third party caused by personnel of the Supplier, or damage to personnel of the Supplier, the Client will take immediate measures in order to reduce the damage suffered and to prevent future damage.

2.3 When the Client manages (supervises) the supplied personnel of the Supplier, the Client is fully responsible for the work carried out and/or the service provided by that personnel and, accordingly, the Supplier is not responsible or liable for any damage of whatever nature.

