

# TERMS AND CONDITIONS

## DEBRU PROJECTS B.V.

### REFERENCE

### NAME

### DATE

### SIGNATURE

#### Art. 1. Client and Debru

1. "Client" means the party giving the order, and "Debru" means the private limited company under Dutch law, DEBRU PROJECTS B.V., with its registered office and principal place of business at Ambachtsweg 10 in (9563 TV) Ter Apelkanaal, The Netherlands.
2. All orders are deemed to have been issued at the place where Debru is domiciled, and all payments by Client must be made there.

#### Art. 2. Offers

1. Unless explicitly agreed otherwise, all offers submitted by Debru shall be subject to contract.
2. If a quotation is requested from and submitted by Debru, and this quotation relates to the execution of different and multiple activities, Debru shall not be bound by the prices quoted by them if Client does not submit an order for such part of the activities mentioned in the quotation as makes that the total work to be carried out by Client is less than the total assumed by Debru when issuing and calculating the quotation. In any such case, Client can and may no longer derive any right from any of the prices stated in the quotation. These prices shall no longer be valid, and Debru shall be free to send Client an invoice in which Client is charged with the regular prices used by Debru for the activities performed.
3. If no order is submitted following a request for an offer, the costs of calculation may be charged to Client.
4. An order shall not be deemed accepted by Debru until Debru confirms the acceptance of the order in writing vis-à-vis Client or starts with the execution of the order.
5. If Client withholds any details and / or circumstances, which details and / or circumstances Debru does not become aware of until they start with the activities, and the consequence of such details and / or circumstances is that the completion of the accepted activities will take significantly more time and effort than Debru could anticipate when preparing the quotation for this order, this makes that the submitted quotation shall no longer be valid and that, therefore, Debru shall no longer be bound by it.
6. If Debru identifies any such situation as is described in paragraph 5 hereof, Debru shall be entitled:  
A. to immediately cease the activities, without Client being entitled to hold Debru liable for any loss suffered by Client, and Client shall be required to immediately pay to Debru the portion Debru is entitled to based on the work already performed,  
or  
B. to continue the activities and charge Client with any additional costs made as a consequence, all this at Debru's discretion.
7. Any change made by Client to an order already given may lead to the agreed term needed for the execution of the initial order having to be extended, without Debru becoming liable for compensation. If Debru wishes so, they shall then also be entitled, without becoming liable for compensation, to cease the activities altogether.

#### Art. 3. Changes to the order

1. Any changes, of whatever nature, made to the original order by or for Client, either orally or in writing, that lead to costs higher than the costs anticipated when preparing the quotation shall be charged to Client as additional costs. Conversely, any change that leads to a decrease in costs shall result in an amount lower than agreed being invoiced.
2. Any change to the execution of the order that Client yet wishes to make after the order has already been awarded, must be timely brought to Debru's knowledge by Client in writing. If changes are communicated to Debru either orally or by telephone, the risk of implementation of the changes shall rest with Client.

#### Art. 4. Payment terms

1. Payment shall be made without deduction of any discount and, unless otherwise agreed, within 14 days of the invoice date.
2. Debru shall be entitled, irrespective of the payment condition agreed, to demand adequate security for payment prior to the start of the activities. If Client is not willing or able to provide such security, Debru shall be free to regard the awarded order as not having been awarded or, if Debru already started with the execution of the activities, to cease these immediately and send an invoice for the activities already performed.
3. If a credit period of more than 14 days following invoice date is consented to, or if such longer credit period is taken unasked, Client shall owe interest on the invoice amount. This interest amounts to 1.5% per month on the outstanding invoice amount.
4. If Client does not make payment within the term referred to in paragraph 1 hereof, they shall be in default and owe the determined amount in interest without Debru having to send them any interest invoice. By the mere expiry of the payment term, Debru shall also obtain the right to instruct any third party to collect any due and payable amount.
5. If Debru exercise their right to instruct any third party, including any solicitor, bailiff or collection agency, to collect any due and payable amount, any and all corresponding costs, both judicial and extrajudicial, shall be for Client's account. The extrajudicial collection costs amount to at least 15% of the amount to be collected, with a minimum of €50.00.
6. All delivered goods, products, machines, components and the like remain the property of Debru until the moment when Client effects payment of the principal sum plus interest and costs.

#### Art. 5. Liability for loss or damage

1. Any loss or damage caused, for instance, by collision or resulting, for instance, from poor roads or paths, all occurring on the site where Debru is to carry out the activities, shall be at Client's expense if, and to the extent, not covered by any insurance taken out by Debru.
2. Debru's liability shall never exceed the amount that may be paid out by Debru's insurer.
3. Client is required to ensure that in performing the assigned activities on the premises where the activities are to be performed, Debru is not hindered by poor accessibility of these premises, which must also be free from any obstacles or other impediments. Also, the work site must be easy to reach.
4. Client must provide for adequate pavement on all places where Debru is to perform activities using their equipment and / or tools. Client shall be fully responsible for any loss or damage caused by subsidence or collapse.
5. Client shall be fully responsible for any such loss or damage to Debru's equipment or tools as directly results from subsidence or collapse, all in the broadest sense, occurring on the work sites and during Debru's performance of the assigned activities, or during the preparations for or the completion of these activities.
6. Debru assumes that, as for traffic rules, the same relevant sections of law are applicable on Client's premises as apply for public premises and roads.
7. If cables or other obstacles are situated over the work area, Client is required to report to Debru the exact height of such cables or obstacles. Client must also assist Debru if and when Debru is to perform activities in the immediate vicinity of aboveground structures. Any damage to any such structures shall never be for Debru's account.
8. If any damage to underground pipes and / or foundations occurs as a consequence of subsidence caused by the heavy weight of any of Debru's equipment, such damage shall not be attributable to Debru.
9. If Client instructs Debru to demolish objects and, next, dump the waste released, Debru assumes that the relevant goods or products are not subject to any dumping ban. Debru shall never and Client shall always be liable for any loss or damage of whatever nature, including damage to the environment, caused by demolishing or dumping any such products.

#### Art. 6. Payment for activities performed

In case of large-scale and complex activities, with the overall order totaling to an amount in excess of €1,250.00, Debru will have the right to send interim invoices, which must be based on such part of the order as will have been completed by then. Payment by Client will then have to be made as described in article 4 of these Terms and Conditions. Therefore, Client shall not be entitled to suspend payment to the moment when Debru will have carried out the entire order.

#### Art. 7. Agreed time frames

All time frames stated by Debru for the performance of activities shall always be considered by Client to be approximate only, and never to be strict deadlines, unless explicitly otherwise agreed between the parties in writing.

#### Art. 8. Cancellations by Client

If Client cancels an order already issued, Client shall be required to pay for any expenses Debru has reasonably incurred in relation to the order. Also, Client shall then be required to compensate Debru for Debru's loss of profits, which shall be set at 20% of the amount of the overall order.

#### Art. 9. Complaints

1. Any complaint must be lodged in writing within 14 days of the invoice date. If Client does not check the quality of any performed work within 14 days of the invoice date, Client shall be deemed to have agreed to the quality of the work performed.
2. Debru has the right to replace any improperly performed work with properly performed work.
3. If Client does not object to charged prices within 14 days of receipt of an invoice, Client shall be deemed to have approved the invoice concerned.

#### Art. 10. Scope of the Terms and Conditions

1. By giving an order, Client confirms that he is aware of and agrees to these Terms and Conditions.
2. If an order confirmation by Client states terms or conditions that are contrary to these Terms and Conditions, the first-named terms and conditions are not acknowledged by Debru, unless Debru explicitly accepts such deviating terms and conditions in writing.
3. If these Terms and Conditions are in conflict with certain terms and conditions used by Client, Debru's Terms and Conditions shall prevail.

#### Art. 11. Changes in prices

In the event of any increase or decrease in the prices of goods or raw materials needed for the execution of an order, or if in wages, social security contributions or other employment terms change, or if serious changes in currency exchange rates occur, etc., Debru shall be entitled, with due observance of any mandatory legal provisions, to increase or decrease the agreed prices accordingly.

#### Art. 12. Force majeure

1. Interruptions in Debru's operations resulting from force majeure (which includes but is not limited to: war, mobilization, riots, flood, blocking of shipping routes or other traffic jams, delays in or restrictions of supplies of materials and / or energy, machinery breakdown, accidents, strikes, lock-outs, government measures, etc.) and disrupting Debru's normal business operations shall release Debru from the obligation to execute in full any order unless accepted, without Client being entitled to compensation.
2. In case of any force majeure event, Debru shall immediately notify Client thereof, upon receipt of which notice Client shall be entitled to cancel the given order within eight days of receipt of said notice, subject to the obligation to pay Debru for the already executed portion of the order.

#### Art. 13. Disputes

Any disputes that may arise between Client and Debru shall be referred to the competent court in the district where Client has their place of business or domicile.

#### Art. 14. Issue of orders by Client

1. Client must issue any order in a timely fashion in order to enable Debru to schedule the assigned activities well in advance.
2. If an order is not timely issued, it shall not be accepted by Debru unless Client indemnifies Debru against any loss in the event that the order is completed later than Client had requested.

#### Art. 15. Late payment surcharge

Debru is entitled to increase an invoice with a late payment surcharge, which need not be settled if Client pays the invoice within 14 days of the invoice date.

#### SPECIAL STIPULATIONS regarding CONTRACTING WORKS

#### Art. 16.

1. Debru is entitled to charge contract extras, while contract reductions will be deducted from the contract price, contract extras are defined as all works that are or have been carried out by Debru at Client's request on top of what has been agreed in the agreement.
2. Any changes to an original order as well as any contract extras and reductions shall be offset, even if not instructed in writing.

#### Art. 17.

1. Prior to the start of the period of time within which the work is to be realised, Debru must have received from Client:  
A. all necessary information regarding the work, the site, the working conditions, etc.;  
B. the required permits, dispensations, approvals, allocations, and the indemnifications for Debru against any third-party claims.
2. Debru shall not commence with the activities until the accessibility to the site is acceptable and energy is supplied to the site by public utilities.
3. The term for execution and / or completion of any work shall be extended with the period of time that Client fails to pay any due and payable instalment, or a part thereof.
4. The completion period may also be exceeded in situations of force majeure. In addition to the events mentioned in article 17 of these Terms and Conditions, force majeure may also include days not worked due to weather conditions.
5. If work is executed at an hourly rate, the term within which the work is to be completed shall be an estimate only. Contractor shall never be liable for any loss, of whatever nature, that may arise from a term being exceeded.

#### Art. 18.

1. Client is required to ensure that any activities to be performed by any third party, and not being part of the work contracted by Debru, will be performed in such manner and in such timely fashion that the execution of the contracted work is not delayed.
2. If in Debru's opinion the execution of the work so requires, Client must, at their own expense, provide for proper facilities for the supply, storage and / or removal of goods, tools and / or raw materials.
3. The work shall be regulated by Debru, unless explicitly otherwise agreed.
4. If Client chooses to deliver particular goods themselves and / or carry out parts of the work themselves, they shall be liable to Debru for any adverse effects of any late delivery, any late execution of work and / or any disruption of Debru's business operations.

#### Art. 19.

1. All goods and / or raw materials used by Debru for any work shall be of normal and generally accepted trade quality.
2. If Client wishes to inspect the quality of goods and / or raw materials before using them, such inspection must be conducted immediately following the arrival of the goods on the site. If such inspection does not take place then, Client shall be deemed to have approved the goods.
3. Once the goods have been processed, no complaint about the quality can be lodged anymore, unless Client can demonstrate that the processed goods were not of normal trade quality when processed.
4. Client is authorised to have building materials inspected by a third party. Any costs relating to such inspections shall be borne by Client at any time.
5. Any rejection of building materials by a third party shall not be relevant to Debru unless the relevant third party can be assumed to possess a certain level of expertise. Therefore, any inspection on behalf of Client should be preferably conducted by an officially acknowledged body.
6. If an inspection is requested, Debru must be enabled to attend the inspection.
7. As for any goods, raw materials, tools, etc., required and supplied by Debru for the execution of work, Client shall bear the risk of loss, damage, theft, fire, etc., from the moment they are delivered on the site and throughout the period of time they are located there outside normal working hours and, therefore, not under Debru's direct supervision.
8. Client is required to take out insurance, at their own expense, to cover the work, including the built or to-be-built object worked on, against any loss or damage.

#### Art. 20.

Debru shall never be liable for any immaterial damage, loss of profits and / or business interruption loss.

#### Art. 21.

1. The work shall be deemed to have been completed when Debru informs Client of the completion, or when Client puts the work into use or has this done by others.
2. For 30 days following completion, Client can demand Debru to repair any defect that is attributable to an act or omission on Debru's part and is brought to Debru's knowledge and clearly described.
3. If a certain date of completion was agreed, the completion period shall be extended automatically if a delay occurs that is not attributable to Debru, for instance, in situations of force majeure and / or calamities, as described in article 20 of these Terms and Conditions.

#### Art. 22. Settlement of contract extras and / or reductions

1. On completion of the work, Debru will prepare their final account. This final account will include:  
A. the contract price;  
B. any changes caused by contract extras and / or contract reductions;  
C. any changes caused by statutory provisions.
2. Payment of the final account must be made in accordance with the provisions of article 4 of these Terms and Conditions.
3. If the contract extras requested by Client in the course of the works exceed the amount of €1,250.00, Debru shall be entitled to send an interim invoice for the contract extras, which invoice shall then be separately paid by Client.
4. Any dispute on the work and / or on the final account shall not release Client from their payment obligation.

#### Art. 23.

Debru will be liable for damage to the work, auxiliary works, materials and equipment if, and to the extent that, such damage results from any negligence or incorrect act on the part of Debru or any of Debru's employees or those called in by or for Debru. Any other loss or damage shall be for Client's account and shall entitle Debru to damages.

#### GENERAL TERMS & CONDITIONS REGARDING TRANSPORTATION

The following shall apply to all Debru Projects BV transactions regarding transportation:

#### National transport:

The General Transport Conditions 2002 as filed with the Registry of the District Courts in Amsterdam and Rotterdam

#### International transport:

The CMR Convention

#### Exceptional transport:

The General Conditions for Exceptional Transport (Dutch: AVET) as filed with the Registry of the District Courts in Amsterdam and Rotterdam

#### Loading and unloading using an auto crane:

The Physical Distribution Conditions as filed with the Registry of the District Court in The Hague

#### Storage:

The Rotterdam Storage Conditions as filed with the Registry of the District Court in Rotterdam

**Forwarding, which includes carrying out or have third parties carry out air and maritime transports:**

The FENEX conditions (Conditions of the Federation of Dutch Forwarding Agent Organisations) as filed with the Registry of the District Courts of East Netherlands and Zeeland-West-Brabant, and the District Court in Rotterdam

The last version of the conditions shall apply to all aforementioned conditions.