

Article 1. General notes

1. These conditions apply to all requests from, orders to, contracts with and offers for Temporary Works Design Fabrication Services B.V. ("TWD FS"), both verbal and written, in which TWD FS is identified as the buyer of goods and/or services. These General Purchase Conditions are also applicable in case of subcontracting. TWD FS is located in Rotterdam, Marconistraat 16, 3029 AK.
2. The other party engaged in the request from, order to or contract with TWD FS is identified as "Contractor".
3. Should any of these Terms and Conditions be invalid or set aside by a court of law, the other provisions will remain in full force.
4. Communication with regard to the execution of these conditions will be in Dutch or English.

Article 2. Method, place and time of delivery

1. Goods that are to be delivered should be packed adequately. If unloading the goods is part of Contractor's responsibility, unloading and storing should be done according to instructions given by TWD FS. Breakage and/or damage caused by loading, transporting, unloading or storing, shall be borne by Contractor. This also applies when the damage is detected afterwards, unless Contractor proves that the damage was caused through negligence or any wrongful act on the part of TWD FS.
2. Unloading and storing of goods outside the working hours in force may only take place with TWD FS's prior consent. In this case checking the goods will take place afterwards.
3. After notification, goods that have been rejected by TWD FS shall be removed without delay from the working area by Contractor. If Contractor fails to remove the rejected goods, TWD FS is empowered to return the rejected goods at Contractor's own expense and risk.
4. Only after the goods have been approved by TWD FS, the delivery will be deemed to have been duly and properly performed.
5. Approval and acceptance only apply to the quantity and appearance of the delivered goods. In case the goods are delivered wrapped and/or bundled, approval and acceptance only apply to the quantity and outer appearance of the packaging.

Article 3. Inspection and certification

1. TWD FS and/or its customers have the right to inspect the (production of) to be delivered or delivered goods, or have them certified.
2. Contractor facilitates inspection or certification of the to be delivered or delivered goods. Each party bears the costs of its own inspections or certifications.
3. In case of rejection, TWD FS will notify Contractor without delay. Contractor will repair or replace rejected goods without delay. Goods that have been rejected when already at TWD FS's or its customer's premises will be removed at Contractor's expense.

4. Inspection or certification does not imply either delivery or purchase, and does not relieve Contractor of any of its duties or liability.

Article 4. Means

1. Contractor is under the obligation to mark and consider all means placed at its disposal by TWD FS as TWD FS property and keep these means in good condition for as long as they are under Contractor's custody.
2. After the final delivery, the means will be returned to or put at the disposal of TWD FS upon the first request.
3. Means used by Contractor in order to carry out the work shall be submitted to TWD FS for approval upon the first request.
4. Changes to Contractor's means made available or approved by TWD FS, or using different means, is only permitted after TWD FS's prior written consent.
5. Unless prior written consent has been given by TWD FS, Contractor will not use means made available by TWD FS (or have them used) for any other cause than delivery to TWD FS or execution of work for TWD FS.

Article 5. Outsourcing

1. Without prior written consent by TWD FS, Contractor will not transfer or outsource to third parties the execution of any part mentioned in the contract. TWD FS can attach conditions to approval.
2. Transferring and/or outsourcing does not relieve Contractor from the obligations mentioned in the contract with TWD FS.
3. Contractor is held responsible by TWD FS for called-in third parties recovering claims from Contractor or its subcontractor(s). This is to be settled immediately by payments made to Contractor by TWD FS. If needed, TWD FS is authorized to request formal written information before making any further payments. If Contractor fails to meet this obligation TWD FS is entitled – after a prior written warning – to fulfil the proven claims of the referred third parties on behalf of Contractor and subsequently balance these payments with Contractor. TWD FS will notify Contractor of this in writing.

Article 6. Transition of ownership

1. The right of ownership and risk is passed to TWD FS or its commissioning party immediately after the goods have been delivered or the works have been done respectively and have been approved by TWD FS.
2. The right of ownership of the goods will already be passed before the delivery, at the moment Contractor has begun to process the goods, has received the goods from a third party or has manufactured the goods. Contractor is obliged to manage these goods well, apply a distinctive marking, store the goods separately for TWD FS and take care of insurance.
3. TWD FS will own or continue to own all means that are included in the contract and that TWD FS places at the disposal of Contractor or, within the framework of the contract, have been

manufactured by Contractor or a third party; this also includes the associated intellectual properties.

4. Contractor will hand in the required means to TWD FS when delivering the goods or finishing the executed works, at the latest.

Article 7. Intellectual property

1. Contractor guarantees that the delivered goods, or the executed works, do not infringe patent law, trademarks, design rights, copyrights or any other third party rights.

2. Contractor indemnifies TWD FS against all claims that result from any kind of infringement of rights mentioned in Article 7.1.

Article 8. Laws and regulations

1. Contractor is expected to be familiar with all regulations, conditions and provisions, as far as these apply to the goods to be delivered or works to be executed by Contractor, and include all statutory laws and regulations of the Netherlands.

2. Contractor is obligated to observe and comply with all above-mentioned regulations, conditions and provisions.

3. Contractor is liable for all consequences that derive from complying with governmental laws, regulations and orders that come into force after the contract has been signed.

Article 9. Guaranty

1. Contractor guarantees that the delivered goods and/or the executed works, including used equipment and materials:

- a. comply with what has been agreed in the purchase order;
- b. are of good quality, meaning: no flaws in design, construction or assembly and fit for the intended purpose;
- c. for the duration of the intended life span, will remain fit for the intended purpose;
- d. comply with all relevant legal conditions, and
- e. are in accordance with current provisions, and publications and conditions for standards, including local, regional, Dutch and European authorities.

2. If Contractor's or factory's customary guaranty is more comprehensive than the above-mentioned conditions, the most comprehensive guaranty will prevail.

3. Contractor will immediately repair or replace, at its own expense, any defects on delivered goods and/or the executed works that are detected at delivery, when finishing the project or during the guaranty period.

4. If, in TWD FS's opinion, Contractor repairs the defect too late or inadequately, or when, in reasonableness, it is not possible to delay the repair of the defect, TWD FS may perform necessary repairs, or have them done, at Contractor's expense.

5. Guarantees provided by or on behalf of a third party that has been brought in for the job, are expected to have been provided by Contractor. Contractor is committed to ensure that the rights and claims from these guarantees are fulfilled, as if they were its own obligations.

Article 10. Liability and damage

1. Contractor is liable for all damage, including loss of profits or costs that are suffered by TWD FS and/or third parties, including TWD FS's commissioning party, TWD FS employees, and third parties called in by TWD FS, caused by non-delivery, late delivery and/or faulty or improper delivery or execution by Contractor. Contractor indemnifies TWD FS from any claims made by any third party regarding the contract.

2. Contractor is liable for any loss or damage of materials, equipment and tools belonging to Contractor, its personnel

and/or third parties called-in by Contractor, or materials rented and/or borrowed by Contractor, equipment and/or tools.

3. TWD FS accepts no liability for loss or damage to Contractor's materials, equipment and tools, its personnel and/or third parties called-in by Contractor, or materials rented and/or borrowed by Contractor, equipment and/or tools.

4. If two or more Contractors have jointly accepted a contract, they are severally liable for the entire execution of the contract and its consequences.

5. TWD FS is empowered, but not obligated, to reimburse and/or repair all damage caused by Contractor immediately (unless Contractor wants to do a preceding inspection) at Contractor's expense and risk. The costs involved will be reimbursed by Contractor to TWD FS immediately.

6. If Contractor does not meet its legal commitments as stated in the contract and TWD FS is held liable, Contractor indemnifies TWD FS for all the consequences of this liability.

7. Contractor will always (with terms agreed in guarantees remaining in full force) be held liable for hidden defects for the duration of 5 years.

8. All stipulations regarding guarantees and liability included in these conditions are valid in addition to the rights that TWD FS is entitled to, based on legal regulations concerning liability.

Article 11. Insurance

1. Contractor is to conclude a liability insurance, also for TWD FS, without the presence of a reference, exception or transfer of responsibility in the terms and conditions of the policy regarding other insurance by TWD FS or other parties.

2. Contractor is obligated to always pay its premiums on time.

3. If required, Contractor is obligated to present TWD FS a copy of the involved insurance policy and/or proof of payment.

Article 12. Confidentiality

1. Contractor is obligated not to disclose the nature and content of any verbal written applications of, assignments by, contracts with or proposals to TWD FS, and other company information.

2. Contractor will not publicize any information about above-mentioned matters without prior written consent by TWD FS.

Article 13. Non-competition

1. Contractor is not allowed to make quotations and/or offers to TWD FS's commissioning parties that are directly or indirectly connected to the contract and/or the project.

2. Contractor is not to engage directly with TWD FS's commissioning parties concerning the execution of this contract and/or the TWD FS project, unless TWD FS has given its prior written consent.

Article 14. Certitude, postponement, settlement and assignment embargo

1. TWD FS has the right to ask Contractor to furnish security to ensure Contractor's obligations will be met.

2. TWD FS has the right to suspend payments if Contractor does not meet, or is at risk of not meeting, one or more obligations on account of the contract and/or conditions in hand.

3. By means of payment of matters (or parts of) the works, TWD FS does not renounce its right ensuing from the contract and/or these terms and conditions, and do not relieve Contractor from any obligations and/or liability. TWD FS has the right to deduct costs from invoices for amounts owed by contractor to TWD FS.

4. Contractor is not allowed to cede claims to TWD FS to third parties, pledge them or, under any title, transfer the ownership.

Article 15. Cancellation

1. TWD FS always has the authority to cancel the contract prematurely by means of a written statement to Contractor. Immediately upon reception of the written statement, or on the date mentioned in the statement Contractor will stop executing the works of the contract. TWD FS and Contractor will discuss the consequences of the cancellation. The reimbursement for cancellation will never be more than the demonstrable costs Contractor has made.

Article 16. Replacement, Rescission

1. If, in TWD FS's opinion, Contractor's deliveries or work are done in such a manner that work is delayed or is at risk of delay, TWD FS is authorized to execute the remainder of the delivery or work themselves or have it done by a third party, but only after TWD FS has summoned Contractor. If, after being summoned by TWD FS, Contractor still fails to adequately accelerate the progress of the deliveries and/or works within the set term and/or complete these according to the contract, TWD FS has the full right to resolve the contract and/or the right to compensation and to perform the remainder of the execution of the contract themselves, or have it done by a third party.

2. With the right to compensation and the right to suspend TWD FS's contract obligations entirely or partially remaining in full force, TWD FS is authorized to consider the contract resolved either entirely, or, for that part of the contract that has not yet been executed, without requiring any proof of default or legal intervention if:

- a. the agreed delivery time has been exceeded, or if it has become clear before expiration of the delivery time that the delivery time will be exceeded;
- b. bankruptcy has been declared, there is a risk of bankruptcy being declared or bankruptcy is at risk of being filed;
- c. contractor suspends its activities (temporary stop or termination) or;
- d. if third parties take possession of Contractor's assets;
- e. one or more natural people (who run the contracting company) are put under legal restraint and/or lose either power of disposition over, or legal capacity to manage, (parts of) their assets/property.

3. Without prejudice to subsection 2, TWD FS is empowered to annul the contract entirely or partially, without prejudice to the right of compensation and TWD FS's right to suspend obligations from the contract entirely or partially, if Contractor does not meet one or more of the obligations ensuing from the contract, or fails to do this appropriately or on time. In all these cases, Contractor is in default without a notice of default.

4. In case subsections 1 and 2 are applicable, TWD FS will be empowered to employ the means that Contractor has used to complete the contracted work.

5. In case an event as mentioned in subsections 1, 2 or 3 occurs, all of TWD FS's claims on Contractor will be immediately and entirely claimable.

6. A rescission as meant in this section does not result in the termination of TWD FS's rights as stated in the contract or in these conditions.

Article 17. Applicable law

1. Dutch law is applicable to relations between TWD FS and Contractor.

Article 18. Applicability

1. In case of subcontracting and other methods of outsourced labour and/or work by TWD FS, the following sections 19 through 23 also apply.

Article 19. Subcontractor's obligations

1. The subcontractor's obligations include, among other things:
- a. executing the works in a proper and appropriate manner and according to the conditions of the contract, including all that is part of the nature of the works;
 - b. if applicable, following instructions given by TWD FS or its employees;
 - c. complying with safety regulations and, if applicable, following directions from any other proper authority;
 - d. warning about mistakes in documents and/or execution and/or instructions, which, however, does not alter Contractor's responsibility;
 - e. in consideration of progress and alignment during the execution of the works, ensuring that an authorized representative, who also participates in regular meetings, is present at the works;
 - f. taking precautionary measures to prevent damage and/or contamination;
 - g. taking into account third parties carrying out work when carrying out the work;
2. TWD FS has the authority to deny Contractor's employees access to the works, or have them removed if they failed in their duties to execute their obligations. The costs involved are entirely at Contractor's expense.

Article 20. Completion

1. Contractor's works is deemed to have been delivered when TWD FS has approved and accepted them. Issues in completion, after first notice from TWD FS, are, in principle, to be resolved within five working days.

Article 21. Term of maintenance

1. During the term of maintenance and at Contractor's own expense, Contractor should repair all surfaced defects upon the first request by TWD FS.

Article 22. Sequential liability

1. Contractor, including third parties called in by Contractor, are to comply with the regulations and obligations that ensue from sections 34 and 35 from the Collection of State Taxes Act 1990 (Invorderingswet 1990).

Article 23. Dutch Compulsory Identification Act (Wet op de Identificatieplicht/WID) and Foreign Nationals Employment Act (Wet Arbeid Vreemdelingen/WAV)

1. Contractor and its employees (including third parties hired by Contractor with TWD FS's consent) shall comply with all regulations resulting from WID and WAV. Contractor shall remind its employees of the regulations as recorded in WID and WAV, as well as the duties mentioned in this article.
2. Contractor's employees shall make it clear that they are allowed to work freely or show a valid work permit in case they do

not have the Dutch nationality, or the nationality of another country within the European Economic Area or Switzerland.

3. Contractor's employees must be able to show a valid work permit at all times.

4. Contractor shall provide TWD FS, upon the first request, with all documents, including copies of identification papers of its employees, which are mandatory under the terms of WID (Dutch Compulsory Identification Act) and WAV (Foreign Nationals Employment Act).

5. Contractor indemnifies TWD FS against all possible fines imposed upon TWD FS as a result of a violation of WID (Dutch Compulsory Identification Act) and WAV (Foreign Nationals Employment Act), by Contractor's employees.