

## GENERAL TERMS AND CONDITIONS MULDER MONTAGE B.V.

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### Article 1: Definitions

In these general delivery terms and conditions ("Terms and Conditions") the following is understood as:

*Mulder Montage*: the private company with limited liability Mulder Montage B.V., having its registered office in Alphen aan den Rijn, as well as all companies affiliated with the same;

*Additional Activities*: commissioned activities, not stipulated upon the conclusion of the original Agreement;

*Agreement*: each and every agreement concluded by and between Mulder Montage and the Customer, any amendment of or addition to the same, as well as any and all (legal) acts in preparation and implementation of this Agreement;

*CC*: the Dutch Civil Code;

*CMR*: Convention on the Contract for the International Carriage of Goods by Road (Geneva 1956), as supplemented by the Protocol of 1978;

*Customer*: each and every legal person or natural person acting in the performance of a profession or business, under the authority of whom Mulder Montage delivers Products and/or supplies Services, with whom Mulder Montage enters into an agreement or with whom Mulder Montage enters into talks or is carrying on negotiations concerning the conclusion of an agreement;

*Delivery*: the factual presentation of the purchased Products and/or Services to the Customer;

*Exceptional Transport*: the transport of goods that must take place with an exemption due to overstepping of the normal statutorily permitted dimensions and/or weight or for which supervision is prescribed;

*GETTC*: the General Exceptional Transport Terms and Conditions, as lastly established by sVa / Stichting Vervoeradres and filed at the Registry of the District Court in Amsterdam and Rotterdam;

*GTTC*: the General Transport Terms and Conditions 2002, as lastly established by sVa / Stichting Vervoeradres and filed at the Registry of the District Court in Amsterdam and Rotterdam;

*Offer*: activities and/or deliveries more or less specified and the estimate of the costs associated with these activities and deliveries;

*Order*: each and every oral or written request, in whatever form, whether or not as a result of an Offer, of the Customer to Mulder Montage for the supply of Services, the delivery of Products or otherwise the conclusion of an Agreement;

*Products*: all goods, including documentation, drawings, information carriers, ideas, sketches/drawings and all (other) results of the supply of services by Mulder Montage which are subject to an Agreement;

*Services*: all activities, in whatever form and under whatever name (provision of services, organisation, etc.) which Mulder Montage carries out for or for the benefit of the Customer;

*the Work*: the delivered Products and/or the supplied Services;

*Written*: written is also understood as "electronically".

### Article 2: Applicability

- 2.1. These Terms and Conditions constitute part of all Offers, Agreements and Additional Activities and are applicable to all (other) acts and legal acts between Mulder Montage and the Customer, even if these (legal) acts would not lead to or are not connected with an Agreement.
- 2.2. In the event of Exceptional Transport the GETTC are applicable and the provisions of Book 8 Title 13 CC, to the extent not in contradiction with the CMR, and the GTTC are analogously applicable.
- 2.3. To the extent not anticipated by these Terms and Conditions, the CMR and the provisions of Book 8 Title 13 CC, to the extent not in contradiction with the CMR, and the GTTC are analogously applicable to the Agreements.
- 2.4. In the event of Exceptional Transport the GETTC are applicable and:
  - in case of domestic transport: the GTTC, if the GETTC do not deviate there from;
  - in case of transport of goods subject to the CMR: the provisions of Book 8 Title 13 CC, to the extent not in contradiction with the CMR, and the GTTC.
- 2.5. In the event an article of these Terms and Conditions is invalid or null and void, this shall not affect the applicability of the other articles of these Terms and Conditions.
- 2.6. The applicability of any and all general terms and conditions of the Customer is hereby expressly rejected by Mulder Montage.

### Article 3: Agreements and Offers

- 3.1. All proposals, pricelists and Offers are without engagement and are merely to be considered by the Customer as invitations to place an Order, unless expressly indicated otherwise.
- 3.2. If so requested Mulder Montage shall prior to the commencement of the activities present an Offer to the Customer for approval. If the Customer supplies data, drawings, etc. to Mulder Montage, Mulder Montage can assume the correctness thereof and shall base its Offer on the same. To the extent that inevitable deviations compared to the Offer occur upon the implementation of an Order Mulder Montage shall inform the Customer accordingly at the earliest stage possible.
- 3.3. An Agreement shall only come into being if and to the extent that Mulder Montage accepts an Order of the Customer in writing or Mulder Montage starts the implementation of an Order. If Mulder Montage carries out any performance before complete agreement is reached about the price and the payment terms and conditions for said performance, the Customer shall pay Mulder Montage for this, in consideration of the provisions set forth in these Terms and Conditions, in conformity with the fees then applicable at Mulder Montage. To the extent that the Customer accepts – contrary to the provisions set forth in the first sentence of this paragraph – a binding offer of Mulder Montage with deviations of a minor importance, these deviations shall not constitute part of the Agreement and the Agreement shall come into being in accordance with the proposal or the Offer of Mulder Montage.
- 3.4. All declarations of Mulder Montage concerning specifications of Products and/or Services are duly made, however Mulder Montage can in connection therewith not guarantee that deviations shall not occur. Shown drawings, models and samples are merely indications of the relevant Products and/or Services.

### Article 4: Hiring of third parties

- 4.1. Mulder Montage shall at all times be entitled to have (partial) activities carried out by third parties.

### Article 5: Obligations of the Customer

- 5.1. General:
  - The supply and discharge route must be hardened, accessible and free from obstacles.
  - The maximum allowable soil pressure in and around the building allows for the transport of the installation(s) by means of fork-lift trucks.
  - The correct permits must be available to unload and load the lorries and also to park our tool van(s).
  - The correct labour lighting must be available.
  - The correct electricity must be available.
  - The Customer shall within reason provide for sufficient work and manoeuvre space.
  - The building site must regularly be accessible to the employees and the tools of Mulder Montage.
  - The building site shall adequately be protected by the Customer for the benefit of third parties.
  - The Customer is responsible for a correct transfer of knowledge with regard to specific, locally applicable regulations in the area of safety.
  - After conclusion of the activities a representative of the Customer must, in association with the project manager of Mulder Montage, evaluate and approve the project.
- 5.2. Safety:
  - Upon commencement of the work all necessary safety facilities – e.g. safety nets, border securities, fixing points for live-lines, barriers of underlying areas or work floors – must be available and must be maintained during the work by, at least at the expense of, the Customer.
  - At the building site there must be question of safe and healthy work conditions for the installers, in conformity with the thereto applicable legislation and requirements which are imposed on the Customer and/or the building site by or pursuant to the Dutch Work Conditions Act and/or any other national or international regulation.
- 5.3. Disassembly:
  - The installations to be disassembled shall prior to the work structurally be released 5 cm round about free of charge.
  - The power supply and sprinkler installation are disconnected by the Customer prior to the activities.
  - Prior to the activities all foreign substances (e.g. asbestos) shall be removed from or of the installation(s) at the expense of the Customer. All extra costs deriving from the discovery of these kinds of materials are forthwith passed on to the Customer.
  - If one or more installations must be separated for disassembly the Customer must, where necessary, provide for a fire service and/or fire permit free of charge.
  - The title of the installation(s) to be disassembled shall after disassembly transfer to Mulder Montage free and unencumbered: all documents pertaining to the installation(s) must in this context be transferred to the project manager of Mulder Montage.

- 5.4. Assembly completion and commissioning:
- The dimensions of the installation(s) to be assembled and the compartments must correspond with each other.
  - The Customer provides for all materials required for assembly free of charge, e.g. retainer plates, rubber support pads, support plates.
  - If one or more installations must be delivered in a separated manner Mulder Montage shall merely connect the key points of the chassis of the installation.
  - All components of the installation that must be disassembled in order to connect the installation shall after written request of the Customer be replaced by Mulder Montage against extra costs (on an hourly basis).
  - If the assembled installation(s) must be gauged and/or levelled a non-discussable meter level and width must be indicated by the Customer at a distance of at least 1 metre of both the head and the tail of the installation.
  - The Customer must at the foot of the installation(s) to be assembled reserve (have reserved) sufficient room for the placing of material boxes.
  - The Customer is responsible for a complete and timely delivery and a correct fitting of all required components in order to accomplish a high-quality completion of the installation(s).

- 5.5. Railway/subway:
- During activities on or along the railway all immediately surrounding tracks must be decommissioned free of charge.
  - During activities on or along the railway the railway closure on which the activities are carried out must be rendered powerless free of charge.
  - During activities on or along the railway the railway or subway operator shall render a safety person available free of charge.
  - The railway or subway operator shall for the benefit of the transport of the tools render Mulder Montage a locomotive and wagon(s) available free of charge.
  - The railway or subway operator shall for the benefit of the transhipment of the installation(s) and tools render Mulder Montage the use of a transhipment station in the vicinity of the building site available.

- 5.6. Implementation of the work
- The Customer ensures that all permits, exemptions and other decrees which are required to implement the work have timely been obtained.
  - The Customer enables the installers of Mulder Montage to start with their activities immediately after arrival at the building site.
  - The Customer ensures that the activities can be carried out during the normal working hours. Only if Mulder Montage timely communicated to the Customer that it is required in connection with the progress of the work to fix the time of the start or the end of the activities outside the normal working hours might Mulder Montage deviate from this.
  - The access roads to the building site or the location where the goods must be delivered must be suitable for transport by means of vehicles of Mulder Montage or third parties by or on behalf of the same.
  - The building site must be suitable for assembly.
  - At the expense of the Customer containers must be rendered available to Mulder Montage for the separate disposal of waste material.
  - Pure and sufficiently visible control and reference measurements must be placed at sufficient locations in the building.
  - Sufficient housing or other facilities, e.g. sanitary facilities, must be available at the building site for the personnel of Mulder Montage and all other persons that might be employed by Mulder Montage, all to the satisfaction of Mulder Montage and in accordance with the Dutch Work Conditions Act.
  - If Mulder Montage, despite the precautionary measures specified in paragraph 2, is yet addressed on account of a violation of the rules the Customer shall indemnify Mulder Montage against the damages/costs deriving there from, such expressly including costs deriving from possible sanctions and/or instructions by, for example, the Dutch Labour Inspectorate.

#### Article 6: Prices

- 6.1. All prices of Mulder Montage are expressed in EUR and excluding turnover tax and possible forwarding, transport and postage charges and are based on an uninterrupted assembly, all unless otherwise indicated in writing. Unless expressly otherwise agreed upon in writing, the costs associated with import and export duties, travelling and accommodation expenses within the framework of the supply of Services as well as all (other) duties or taxes imposed or levied in connection with any performance shall separately be charged to the Customer.
- 6.2. Each and every change in the factors affecting the price and the extra costs specified in the previous paragraph of Mulder Montage, including purchase prices, currency exchange rates, import and export duties and other duties, insurance fees, freight fees and other duties or taxes payable upon import or export can be passed on to the Customer by Mulder Montage.

#### Article 7: Payment

- 7.1. Payment must, without prejudice to the provisions set forth in the following paragraphs, take place within the time limit specified in the invoice and failing this kind of time limit within 30 days after the date of the invoice. As payment location the parties designate the registered office of Mulder Montage.
- 7.2. All amounts invoiced to the Customer shall be paid without compensation, settlement and/or right of suspension.

- 7.3. The Customer shall not be entitled to suspend any of its payment obligations vis-à-vis Mulder Montage. If, at the discretion of Mulder Montage, terms are present for this Mulder Montage shall at all times be entitled to claim that the Customer provides sound security for the payment. Failing the provision of this kind of security Mulder Montage shall be entitled to suspend the Delivery and/or the activities, even if Delivery and/or activities have been stipulated on call or to dissolve the Agreement without judicial intervention and, where necessary, claim compensation for damages. The price of that which has already been delivered/carried out shall then immediately be due and payable.

- 7.4. Each and every Agreement concluded with Mulder Montage is concluded under the resolutive condition that the Customer shall appear sufficiently creditworthy, such exclusively at the discretion of Mulder Montage. The Customer allows that Mulder Montage requests, where necessary, this kind of information concerning the Customer, among other things from the Nederlandse Crediet Maatschappij ("Dutch Credit Society", NCM).

- 7.5. The Customer who does not or not completely pay within the imposed time limit shall, without any demand or notice of default being required, be in default and shall hence be held to pay interest over the claimable amount, as determined in the following paragraph.

- 7.6. The Customer shall, without any notice of default being required, be held to pay the legal commercial interest then applicable in the Netherlands over all amounts that have not been paid at the latest on the last day of the payment term, calculated as from said date. Each time after expiry of the month the amount over which the interest is calculated shall be increased by the interest payable over that month.

- 7.7. All costs associated with the collection of an unpaid invoice, both the judicial and the extrajudicial costs (including those for the establishment of the damages and liability), are at the expense of the Customer. These costs are set at 15% of the principal amount with a minimum of €250.00. If Mulder Montage demonstrates to have incurred higher costs, which were within reason required, the Customer shall also be held to compensate these.

#### Article 8: Delivery times

- 8.1. Forthwith after receipt of the Order of the Customer Mulder Montage shall supply the Services and/or deliver the Products or render the same available respectively start with the implementation of activities and/or Services, exclusively to the extent that the ordered Product is in stock and commencement of the activities and/or Services is possible.

- 8.2. The delivery times indicated by Mulder Montage are only approximate. Unless expressly otherwise agreed upon in writing, Mulder Montage shall not accept any guarantee with regard to the stipulated delivery times and untimely delivery shall not entitle the Customer to compensation for damages, dissolution of the Agreement or noncompliance with any obligation vis-à-vis Mulder Montage.

#### Article 9: Delivery and risk

- 9.1. All deliveries are deemed to have taken place there where Mulder Montage holds its registered office, unless expressly otherwise agreed upon in writing. The delivery takes place FCA in conformity with the Incoterms 2000 where the Customer shall provide for the loading of the Products in the transport means.

- 9.2. The risk of the Products transfers to the Customer at the moment of the completion of the Products and the written notification thereof has been sent to the Customer by Mulder Montage. The delivery takes place FCA in conformity with the Incoterms 2000 where the Customer shall provide for the loading of the Products in the transport means.

- 9.3. Should the Customer not or untimely take receipt of the Products, for an invalid reason at least on account of a cause within the scope of control of the Customer, Mulder Montage shall be entitled to store the Products at the expense and risk of the Customer. After storage the Customer must within one month enable Mulder Montage to yet deliver or the Customer must pick up the Products. All unless Mulder Montage expressly imposed another time limit in writing or the parties have in mutual consultation agreed upon another time limit.

- 9.4. If, either at the request of the Customer or in pursuance of the provisions set forth in paragraph 3 of this article, the Products are stored this shall take place at the expense and risk of the Customer. The Customer must provide for sound insurance of the stored Products.

- 9.5. If the Customer, even after expiry of the time limit specified in paragraph 3 of this article, still fails to comply with its obligations the Customer shall automatically be in default and Mulder Montage shall be entitled to, either in whole or in part, dissolve the Agreement in writing and with immediate effect, without prior or further notice of default, without judicial intervention and without being held to compensate damages, costs and interest. Mulder Montage shall then be entitled to sell the Products to a third party. The Customer shall remain liable for the purchase price, increased by interest and costs by way of compensation for damages.

- 9.6. The Customer must take all necessary measures, at the discretion of Mulder Montage, in order that it is able for the latter to comply with its obligations in connection with the delivery of the Products and/or the supply of the Services.

**Article 10: Progress, implementation of the agreement**

- 10.1. Mulder Montage cannot be held to start with the implementation of the activities within the framework of the stipulated commission and/or the delivery of the Products other than after all thereto required data are in its possession and the possibly stipulated (advance) payment has been received. In the event of thus occurring delays, the indicated delivery times shall be revised proportionately.
- 10.2. If the activities or the Delivery cannot take place regularly or not without interruption due to causes beyond the control of Mulder Montage, Mulder Montage shall be entitled to charge the costs deriving there from to the Customer. Extra hours and waiting hours of the personnel used by Mulder Montage shall be settled according to the hourly wages and surcharges established by Mulder Montage. Hours resulting from the failure of power facilities as a result of causes that cannot be attributed to Mulder Montage shall be at the expense of the Customer. Moreover, Mulder Montage reserves the right to deliver and invoice the at that time completed part.
- 10.3. If it becomes apparent during the implementation of the Agreement that it cannot be implemented, as a result of either circumstances unknown to and/or unanticipated by Mulder Montage or force majeure, Mulder Montage shall consult with the Customer about a revision of the Agreement such that the implementation of the Agreement shall be feasible. In this context Mulder Montage shall inform the Customer about the possible consequences which a revision shall have on the stipulated fee and/or the stipulated delivery times. All, except if the implementation of the Agreement shall never be possible as a result of the unknown and/or unanticipated circumstances or force majeure. Mulder Montage shall then be entitled to complete compensation for the activities and/or deliveries already carried out by Mulder Montage.

**Article 11: Delivery and approval**

- 11.1. Mulder Montage shall notify the completion of the Work or a part thereof to the Customer either orally or in writing, after which the Customer shall be held to conduct a survey, which is understood to comprise the visual inspection of the whole Work or a part thereof by the Customer, within two working days after said notification.
- 11.2. If the Customer fails to conduct this survey, or if it is not conducted within the time limit specified in paragraph 1, repair of defects detected at a later stage, which could have been detected during this visual inspection, can no longer be claimed.
- 11.3. The Work shall be deemed to have been delivered when:
- the Customer approved the Work;
  - the Work has been commissioned by the Customer. If the Customer commissions a part of the Work then this part is deemed to have been delivered;
  - Mulder Montage notified the Customer in writing that the Work has been completed and the Customer did not communicate in writing as to whether the Work is approved or not within 14 days after the notification;
  - the Customer does not approve the Work on the basis of minor defects or missing parts that can be repaired or delivered within 30 days and which do not prevent commissioning of the Work.
- 11.4. If the Customer does not approve the Work it shall be obliged to communicate this to Mulder Montage in writing stating reasons. Moreover, it shall give Mulder Montage the opportunity to again deliver the rejected parts of the Work. The provisions of this article are then again equally applicable.

**Article 12: Force majeure**

- 12.1. If Mulder Montage cannot comply with its obligations vis-à-vis the Customer as a result of a non-attributable shortcoming ("force majeure") these obligations shall be suspended for the duration of the situation of force majeure.
- 12.2. If the situation of force majeure is permanent, or has lasted for six months, both parties shall be entitled to, either in whole or in part, dissolve the Agreement in writing for that part of the Agreement that has not been complied with, without the Customer being entitled to any compensation for damages.
- 12.3. Force majeure on the part of Mulder Montage is understood as any circumstance beyond the control of Mulder Montage as a result of which the compliance with (the relevant part of) its obligations vis-à-vis the Customer is prevented, delayed or rendered impossible or as a result of which the compliance with these obligations can within reason not be requested of Mulder Montage, including among other things strikes at third parties and among the personnel of Mulder Montage, work disruptions, changes in work schedules, roadblocks, import or trade restrictions, lockout, fire, machinery breakdown, earthquake, and other business interruptions as well as theft, loss of tools, loss of materials to be processed and late delivery by suppliers of Mulder Montage.

**Article 13: Reservation of title**

- 13.1. The title of the Products shall only transfer to the Customer, notwithstanding the factual delivery, after the same has paid all that which it is or shall be held to pay Mulder Montage in connection with Products delivered or to be delivered pursuant to an agreement.
- 13.2. Any and all amount received from the Customer shall first extend to payment of the claims of Mulder Montage vis-à-vis the Customer with regard to that in respect of which Mulder Montage stipulated a reservation of title in paragraph 1. Then any and all amount received

from the Customer shall first extend to payment of all possibly payable interest and costs within the meaning of the Agreement or Offer and/or these Terms and Conditions.

- 13.3. Before the title of the Products transfers to the Customer, the Customer shall not be authorised to make the Products available to third parties, pledge the same to third parties or otherwise encumber the same for the benefit of third parties.
- 13.4. As long as the title of the Products is vested in Mulder Montage the Customer shall inform its buyers that the Products can only be delivered and the title thereof can only be transferred to these buyers at the moment that the Customer fully complied with its obligations vis-à-vis Mulder Montage.
- 13.5. The Customer is held to store the Products delivered under reservation of title with due care and recognisable as property of Mulder Montage, and to insure the same against risks like fire, explosion, damage and theft. On demand of Mulder Montage the Customer shall in this context assign all rights vis-à-vis the concerned insurers to Mulder Montage.
- 13.6. If and as long as Mulder Montage is the owner of the Products the Customer shall forthwith inform Mulder Montage in writing if any part of the Products is lost, damaged or if the Products are sequestered and/or a claim is otherwise made on (any part of) the Products. Moreover, on demand of Mulder Montage the Customer shall inform Mulder Montage where the Products, of which the title is vested in Mulder Montage, are located.

**Article 14: Intellectual property**

- 14.1. Mulder Montage reserves the rights and authorities attributed to the same pursuant to the Dutch Copyrights Act.
- 14.2. All documents supplied by Mulder Montage, e.g. reports., advices, designs, sketches, drawings, software, etc., as well as the rights vested thereon shall remain the property of Mulder Montage, regardless of the fact as to whether the Customer was charged costs for the manufacture thereof. These data are exclusively meant to be used by the Customer and cannot be duplicated, disclosed or brought to the knowledge of third parties without the prior approval of Mulder Montage.
- 14.3. Mulder Montage also reserves the right to use knowledge gained during the implementation of the activities for other purposes, to the extent that confidential information is not disclosed to third parties.

**Article 15: Complaints and return shipments**

- 15.1. The Customer is obliged to immediately upon receipt of the Products proceed with an inspection thereof. Possible visible defects, errors, imperfections, faults and/or deviations must be noted on the accompanying note and must forthwith, yet not later than within two working days, be reported to Mulder Montage.
- 15.2. Other complaints must be reported to Mulder Montage immediately after discovery by registered post. All consequences of not immediately reporting are at the risk of the Customer. The complaints must in any case be reported to Mulder Montage within one year after Delivery.
- 15.3. If the aforementioned complaints are not reported to Mulder Montage within the aforementioned time limits, the Products shall be deemed to have been received in a good state.
- 15.4. After the discovery of any defect the Customer shall be obliged to forthwith discontinue the use, processing or installation of the relevant Products.
- 15.5. Complaints shall not suspend the payment obligation of the Customer.
- 15.6. The Customer shall lend every cooperation desired by Mulder Montage to examination of the complaint, among other things by giving Mulder Montage the opportunity to conduct (have conducted) an examination concerning the circumstances of use, processing or installation. If a return shipment appears to be necessary for the examination of the complaint or if Mulder Montage is given the opportunity to examine the complaint on the spot this shall only take place at the risk and expense of Mulder Montage if the latter expressly agreed with this in writing in advance.
- 15.7. If the Products have changed nature and/or composition after delivery, have wholly or partly been processed or damaged and all right to complain shall expire. The Customer shall moreover neither be entitled to complain with regard to Products of which Mulder Montage cannot examine the complaint. In addition, the Customer cannot lodge a complaint vis-à-vis Mulder Montage with regard to defects of Products as long as the Customer did not comply with any of its obligations vis-à-vis Mulder Montage.
- 15.8. The Customer is not free to return the Products, unless Mulder Montage expressly agreed with the same in writing.
- 15.9. In the event of rightful complaints the damages shall be settled in pursuance of the provisions set forth in article 16 of these Terms and Conditions.

**Article 16: Liability and warranty**

- 16.1. Mulder Montage discharges its task as can be expected of a company in its line of business, yet does not accept any liability for damages incurred by the Customer, including loss of dependency and bodily harm, consequential damages, trading losses, lost profit

- and/or losses due to business interruptions resulting from actions or omissions of Mulder Montage, its personnel or third parties hired by the same, unless this would be opposed by mandatory provisions.
- 16.2. Mulder Montage shall not accept any liability for facilities, means, materials and tools, machines, scaffoldings, platforms, vehicles, lifts, ladders and the like rendered available by the Customer. The Customer guarantees that these comply with the officially prescribed (building) safety requirements and indemnifies Mulder Montage against claims of third parties in connection with damages arising from the use of the aforementioned goods.
- 16.3. The Customer shall be liable for all damages resulting from loss, theft or burning of or damage to tools, transport means, materials and other goods of Mulder Montage located at the location where the activities are carried out or, when this regards a different location, where these have been stored, whether or not temporarily.
- 16.4. Without prejudice to the provisions in the previous paragraphs of this article, the liability of Mulder Montage, for whatever reason, shall in any case be limited to the invoiced amount of the delivered Products and/or the supplied Services.
- 16.5. Without prejudice to the provisions in the previous paragraphs of this article, the liability of Mulder Montage shall at all times be limited to, as the occasion arises, at most the amount covered by the benefit paid by the insurer of Mulder Montage, to the extent that Mulder Montage is insured for the same.
- 16.6. If Mulder Montage makes use of materials, parts and the like of third parties for the production of Products, Mulder Montage shall for the actions and characteristics thereof base itself on the data supplied to Mulder Montage by the manufacturer or supplier of those materials, parts and the like. On the basis of the foregoing Mulder Montage shall not be liable for damages, of whatever nature, occurring in conjunction with the processed materials, parts and the like. In this context Mulder Montage shall never be held to provide a farther-reaching warranty or liability vis-à-vis the Customer than to which Mulder Montage is entitled vis-à-vis its manufacturer or supplier.
- 16.7. The Customer cannot derive any rights from advices, information and the like received from Mulder Montage which are not directly related to the implementation of the Agreement.
- 16.8. If visible errors, faults and/or defects occur in the delivered Products which must have already been present at the time of Delivery Mulder Montage undertakes to, at its sole discretion, repair or replace these Products free of charge.
- 16.9. The Customer loses any right to compensation for damages vis-à-vis Mulder Montage and the Customer moreover indemnifies Mulder Montage against any and all claim of third party in connection with compensation for damages if:
- the aforementioned damages are the result of injudiciousness and/or use of the delivered Products by the Customer in contradiction with instructions, advices, user instructions and the like of Mulder Montage;
  - the aforementioned damages are the result of errors, faults or inaccuracies in data, materials, information carriers, vehicles, machines and the like supplied and/or prescribed to Mulder Montage by or on behalf of the Customer;
  - the aforementioned damages are the result of the fact that the Customer supplied insufficient or incorrect information to Mulder Montage and Mulder Montage based and/or carried out the activities on the basis of the aforementioned information;
  - the aforementioned damages are the result of the fact that the Customer personally, or a third party under the authority of the Customer, carried out activities on the Products, without prior approval in writing of Mulder Montage.

#### Article 17: Other obligations and responsibilities of the Customer

- 17.1. The Customer shall always provide Mulder Montage with all data required for the implementation of the activities and guarantees the correctness and completeness thereof.
- 17.2. The Customer ensures that the Products are sufficiently insured as from the moment that the same are at the risk of the Customer. On demand of Mulder Montage the Customer shall present the insurance policy (policies).

#### Article 18: Suspension and dissolution

- 18.1. In the event of (temporary) suspension of payment, insolvency, closing down or liquidation of the company of the Customer all Agreements with the Customer shall automatically be dissolved, unless Mulder Montage notifies the Customer within a reasonable time limit (as the occasion arises at the request of the administrator or liquidator) to desire compliance with (a part of) the relevant Agreement(s), in which instance Mulder Montage shall then be entitled, without notice of default, to:
- suspend the implementation of the relevant Agreement(s) until payment has been sufficiently secured;
- and/or
- suspend all its possible obligations vis-à-vis the Customer; all without prejudice to the other rights of Mulder Montage pursuant to any Agreement with the Customer whatsoever and without Mulder Montage being held to pay any compensation for damages.
- 18.2. If the Customer does not properly or not within the imposed time limit or otherwise untimely comply with any obligation by virtue of any Agreement the Customer shall be in default and Mulder Montage shall, without notice of default or judicial intervention, be entitled to:

- suspend the implementation of the Agreement and agreements directly connected therewith until payment has sufficiently been secured;
- and/or
- dissolve the Agreement and agreements directly connected therewith, either in whole or in part; all without prejudice to the other rights of Mulder Montage pursuant to any Agreement with the Customer whatsoever and without Mulder Montage being held to pay any compensation for damages.
- 18.3. If an event within the meaning of the previous paragraphs occurs, all claims of Mulder Montage vis-à-vis the Customer and the claims by virtue of the relevant agreement(s) shall immediately and fully be claimable and Mulder Montage shall be authorised to take back the relevant Products. In that case Mulder Montage and its authorised representative(s) shall be authorised to access the premises and buildings of the Customer in order to take possession of the Products. The Customer is obliged to impose the necessary measures in order that Mulder Montage is given the opportunity to effectuate its rights.

#### Article 19: Transfer of rights and obligations

- 19.1. Mulder Montage is allowed to transfer the rights and obligations specified in any Agreement with the Customer to third parties. In the event obligations of Mulder Montage are transferred, Mulder Montage shall inform the Customer accordingly in advance. Mulder Montage shall not be held to pay any compensation for damages.

#### Article 20: Indemnification

- 20.1. The Customer indemnifies Mulder Montage against all claims of third parties in connection with damages incurred in whatever manner as a result of the use by the Customer of the Products and/or Services.

#### Article 21: Applicable law / Disputes

- 21.1. All agreements concluded with Mulder Montage are governed by Dutch law; these Terms and Conditions are applicable in addition to and, to the extent not opposed by provisions of a mandatory nature, in contradiction of the same.
- 21.2. Contrary to the provisions set forth in paragraph 1 of this article, the consequences under property law of a reservation of title vested on Products meant for export shall, in the event the legal system of the country and/or the state of destination is more favourable to Mulder Montage, be governed by those laws.
- 21.3. Possible disputes between the Customer and Mulder Montage occurring as a result of or deriving from an Agreement concluded with Mulder Montage shall be settled by the competent court where Mulder Montage holds its registered office.
- 21.4. The Dutch text of these Terms and Conditions shall always be decisive for the interpretation thereof.

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