



GENERAL TERMS AND CONDITIONS

of

the private company(ies)

Boerman Beheer B.V., and also of all its (future) subsidiaries, affiliated company(s) or any (legal) person that uses these terms and conditions, referred to as the 'Boerman Group'

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Article 1 – General

1. These 'General Terms and Conditions' apply to all quotations, agreements, and activities (including services provided and/or to be provided), whereby Boerman Beheer B.V. and/or its subsidiaries and/or all companies affiliated with them or any (legal) person that makes use of these terms and conditions, hereinafter individually or collectively referred to as 'The Boerman Group', undertakes to (exceptionally) transport or arrange for the transport, distribute or hoist goods (hereinafter referred to as 'goods'), to import, export, transfer and store and possibly handle, sort, package, repackage, etc. goods, to carry out customs formalities, to provide advice on logistical problems, to perform or any other type of performance.
2. Notwithstanding paragraphs 1 and 8, the only provisions that apply to activities and/or services relating to the (re)locating of (temporary) accommodation and/or the maintenance thereof and also to purchase and sale agreements under which the Boerman Group acts as seller are the following: 1: Unit Maintenance & Logistics Services B.V. (Plus Unit Service) general terms and conditions. These terms and conditions can be found here, on our website www.boermangroep.nl/algemene_voorwaarden/ and are also included as Appendix 2, belonging to these General Terms and Conditions. In addition to Article 1(1) of the Unit Maintenance & Logistics Services B.V. (Plus Unit Service) general terms and conditions, those general terms and conditions also apply if used by any entity other than Unit Maintenance & Logistics Services B.V. (Plus Unit Service).

3. In this set of General Terms and Conditions, 'Client' means; any (legal) person who has entered into or wishes to enter into a (verbal or written) agreement with the Boerman Group. The Boerman Group and the Client are collectively referred to as 'parties'.
4. The applicability of purchase or other (general) terms and conditions of the Client is expressly rejected.
5. If the performance of the work requires licences, approval or permission from third parties or a permit/exemption from an administrative authority, the Client will ensure that it has the required licence/exemption and/or permission in good time and will timely provide the Boerman Group – insofar as necessary – with (a copy of) such licences, exemptions and permissions. This does not apply to those permits and/or exemptions that the Boerman Group must have in order to conduct its business.
6. Once a contract has been concluded subject to the applicability of these General Terms and Conditions, these shall also apply without exception to future quotations, agreements concluded and work to be performed by the Boerman Group.
7. Deviations from the General Terms and Conditions are only valid if they have been agreed upon in writing between the parties. These deviations then only apply to the specific case to which they relate.
8. The Boerman Group reserves the right to amend the General Terms and Conditions, including the associated Appendices. The Client will regularly ascertain the most recent General Terms and Conditions, identifiable by the version date.
9. In addition to these General Terms and Conditions, the Logistics Services Conditions 2014 (LSC) apply, excluding the arbitration clause (art. 14) and the references for Have transported (art. 2 paragraph 4) and Customs and tax services (art. 2 paragraph 5). The aforementioned LSC also explicitly applies to these activities, including (therefore) all provisions regarding the liability of the Boerman Group. To the extent that any provision of the LSC conflicts with a provision of the General Terms and Conditions, this provision of the General Terms and Conditions shall prevail. The LSC is included as Appendix 1.

Article 2 – Performance of the contract

The Boerman Group is entitled to engage third parties if it deems this necessary and/or desirable for the performance of the work.

Article 3 – Prices, (validity of) quotations, expenses & surcharges

1. All offers made by the Boerman Group are non-binding as referred to in art. 6:219 paragraph 2 of the Dutch Civil Code.
2. The prices of the Boerman Group are based on easily accessible or passable locations with a loaded truck combination. If this is not the case, the Boerman Group reserves the right to store the goods with third parties at the expense and risk of the Client or to return the goods to the location where they were received. The transport ends after delivery to this third party, whereby the agreed freight rate remains due. The costs related to the storage and removal of the goods shall be charged to the Client.
3. Prices and rates are in euros, based on loading and unloading times and work activities that take place on working days from Monday to Friday, and are exclusive of any levies and duties, VAT, clearance costs, the costs for drawing up a lifting plan, outrigger pressure calculations, work recordings, safety checks, traffic controllers or road closures and, in the case of transport, a diesel oil surcharge.

4. If the offer or quotation is based on information provided by the Client and this information proves to be incorrect or incomplete or changes afterwards, the Boerman Group has the right to adjust the stated prices, rates and/or terms accordingly.
5. The Boerman Group strives to deliver goods in accordance with the agreement. If, due to changes in the agreement, vehicles have to remain abroad during the weekend, a minimum weekend surcharge will be charged, depending on the country in which they reside. Surcharges apply for evening/night deliveries, Saturday deliveries or Sunday/public holiday deliveries.

Article 4 – Specific for hoisting and lifting activities

1. Hoisting and lifting is understood to mean: transporting cargo ('load') vertically, whereby this load is either suspended freely (in the case of hoisting) or guided (in the case of lifting).
2. The Client is responsible for providing proper hoisting, attachment, jacking and/or lashing points which must be sufficiently strong for the performance of the work.
3. The Client shall ensure that the working conditions at the location where the work and/or (related) services to be provided take place (particularly with regard to health and safety) are properly and fully in accordance with the required standards and comply with local regulations and requirements.
4. Contrary to Article 5 paragraph 3 LSC, a maximum limit of 24,000 SDR applies in the event of damage to a load to be hoisted. Hoisting activities are deemed to fall under 'other logistics activities' as indicated in Article 5 paragraph 3 LSC and not under any provision of Book 8 of the Dutch Civil Code.

Article 5 – Specific for exceptional transport

1. Exceptional transport is understood to mean: transport with a vehicle or combination of vehicles, including the load transported with it, that does not meet the statutory requirements in the country/countries of transport with regard to width, height, length, mass or axle loads.
2. The parties shall determine in mutual consultation who shall take care of:
 1. assembly and disassembly of parts of the goods to be transported;
 2. drawing up the stowage and lashing plan, indicating inter alia the anchor points on the load and the vehicle;
 3. marking the anchor points indicated in paragraph 1 under b of this article as well as the hoisting points and the centre of gravity;
 4. loading and/or unloading the goods to be transported;
 5. securing the cargo according to the stowage and lashing plan;
 6. covering the cargo;
 7. the (necessary) preliminary examination;
3. If no further agreements have been made regarding the activities referred to in paragraph 2 of this article:
 1. the Client is responsible for:
 - i. assembly and disassembly of parts of the goods to be transported;
 - ii. indicating and marking possible anchor points on the load as well as the hoisting points and the centre of gravity;
 - iii. loading and/or unloading the goods to be transported;
 - iv. customising or providing the tools required for the transport;

2. the Boerman Group is responsible for:
 - I. drawing up the stowage and lashing plan, indicating inter alia the anchor points on the vehicle;
 - II. marking the anchor points on the vehicle indicated in the previous paragraph;
 - III. securing the cargo according to the stowage and lashing plan;
 - IV. covering the cargo at the request of the sender.
4. The Boerman Group is obliged to apply for the required exemptions and escort in good time and to inform the Client without delay in the event – and insofar as the Boerman Group is aware – of an imminent delay in the issuance of the exemption or the availability of escort, and to provide the transport vehicle and/or the load with the markings required by law or by the authority granting the exemption.
5. Contrary to Article 8:1105 of the Dutch Civil Code, the Boerman Group is liable in the event of a delay in delivery for up to 10% of the price agreed for the relevant transport (being the 'basic' price for the transport and therefore without additional costs such as the applying for and obtaining exemptions, escort, renting or using auxiliary equipment necessary for loading and/or unloading, such as cranes and hoisting equipment in particular, and the production of auxiliary equipment by the carrier).
6. Contrary to Article 8:1105 of the Dutch Civil Code, the Boerman Group is liable in the event of damage or loss up to a maximum amount of € 170,000 per event or series of events with one and the same cause of damage.
7. The Client is obliged to provide the Boerman Group in a timely manner with:
 - a. the exact dimensions, weight and centre of gravity of the cargo to be transported, so that the Boerman Group is able to determine and/or realise the required lashing and stowage equipment, exemptions and escort;
 - b. information regarding any obstacles and impediments at the location of the loading and unloading address.
8. If the Boerman Group has not been expressly instructed in writing to load or unload the goods to be transported, the loading and unloading will be carried out under the Client's responsibility, at the Client's expense and risk, even if the Boerman Group and/or its subordinates provide assistance. If the Boerman Group does receive instructions to load or unload the goods to be transported and it causes damage during such activities, the Boerman Group will be entitled to limit its liability to the relevant limit from the mode of transport in question, subject to paragraph 6. If a limit does not apply by mandatory law, no limit applies, or cannot be determined unequivocally, a limit of 2 SDR per kilo shall apply.
9. The Client is liable for the additional costs and/or damage resulting from the amendment or cancellation of the transport order at the request of the Client, in particular with regard to the costs of any necessary escort capacity and new exemptions to be applied for, if earlier applied for exemptions will lapse on the day(s) of performance.

Article 6 – Specific for company removals

1. Company removal is understood to mean: any agreement for relocation, both internally (in a building) and externally (partly in a building and partly by road), of goods commissioned by: a. a legal person, b. a (natural) person who carries out a business or an independent profession or c. a (government) institution such as a public law body, association, foundation, etc.
2. Before the goods are made available to the Boerman Group, the Client has the right to terminate the agreement in writing. He will be obliged to pay the agreed removal price to the Boerman Group in accordance with the following graduated scale:

- a. Cancellation within 0 – 5 working days before scheduled execution; 100% of the agreed removal price
 - b. Cancellation within 6 – 10 working days before scheduled execution; 75% of the agreed removal price
 - c. Cancellation within 11 – 19 working days before scheduled execution; 50% of the agreed removal price
 - d. Cancellation within 20 working days and more; 25% of the agreed removal price
3. The Client is obliged to provide all information and data that he knows or should know to be important for the Boerman Group. On the basis of this, the Boerman Group must be able to form a correct picture of the company removal in terms of volume, weight, handling of the goods, duration, dimensions of passages, the applicability of special regulations and necessary safety measures. The Boerman Group has the right, but not the obligation, to investigate the correctness of the information provided.
 4. The Client is obliged to inform the Boerman Group in writing about the weight of very heavy goods, such as safes and machinery, and the maximum permitted floor load of the building in which such an object is to be placed. This also applies to the maximum permitted floor load of the route over which the object must be moved in the building (e.g. lift capacity).

Article 7 – Euro pallets/Danish trolleys/Kegs – exchange of packaging

1. Euro pallets, Danish trolleys, barrels and all other types of load carriers in the broadest sense of the word will only be exchanged if this has been agreed in advance and the order specifies which load carriers are involved. Exchanges are excluded in the case of transport from, to or within the United Kingdom (England, Scotland, Wales and Northern Ireland), Ireland, Norway and Finland.
2. The exchange of load carriers is not included in the freight rate, a surcharge applies for this. In addition, the following applies to the exchange of load carriers:
 - a. The Client guarantees the Boerman Group that the consignee has taken on the obligation to prepare the same number of load carriers of the same type and quality in good time (such that they can be loaded almost immediately after delivery of the goods);
 - b. the obligation to return load carriers to the Client rests solely with the consignee;
 - c. if (part of) the load carriers referred to under a are not made available or not made available in time by the consignee, the carrier's best efforts obligation will end. The Boerman Group is obliged to note the difference between load carriers handed in and returned on the consignment note. The Boerman Group is free to refuse load carriers that deviate significantly in terms of quality level or type. The Boerman Group is never obliged to check the quality of the load carriers, nor to pay compensation to the Client for refused load carriers or because, in the opinion of the Client, loaded load carriers deviate from the returned load carriers;
 - d. if the Boerman Group hands in its own load carriers to the Client upon receipt of the goods and receives no or insufficient load carriers of the same type and a comparable quality from the consignee, the Client will owe the Boerman Group compensation. The Boerman Group is not liable for the shortages.

Article 8 – Acceptance of cargo / duty to report valuable shipment

1. In principle, the Boerman Group accepts all types of goods with the exception of livestock, precious metals, precious stones, jewellery, money, coins, art, securities, weapons, Class 1 (Explosive substances and/or objects), Class 6.2 (Infectious substances), Class 7 (Radioactive

substances), prohibited or narcotic substances.¹²³

2. The Client guarantees that the value of the shipment to be transported does not exceed € 100,000. In the event of a breach of this guarantee, the Boerman Group will in any event not be liable for more than € 100,000. The Boerman Group expressly accepts the shipment under this condition. If the value of the shipment to be transported is € 100,000 or higher, the value must be communicated to the Boerman Group in writing before the start of the transport. The Boerman Group reserves the right to refuse this shipment in that case.
3. Only at the express request of the Client will the Boerman Group endeavour to take out a goods transport insurance policy at the expense of the Client. The Boerman Group is entitled to refuse such a request without stating reasons. If the Boerman Group complies with this request, it is entitled to agree on a reasonable surcharge.

Article 9 – Use of secured parking spaces

The Client must give clear written instructions with regard to transports with a higher value (more than € 150,000). At the request of the Client, secured parking spaces are used as much as possible. In that case, the Client must indicate prior to the transport which parking spaces can or should be used. The statutory driving and rest times are taken into account. Secured parking spaces are also used if this is reasonably required by the Boerman Group under the given circumstances. Costs related to secured parking will be passed on to the Client and are not included in the freight rate.

Article 10 – Hazardous substances

1. If the Client offers hazardous substances for transport, this must be explicitly stated in the transport order. This order must contain all relevant data, including the UN number, the packaging code and the substance name. In doing so, the Client must comply with the applicable laws and regulations. An ADR surcharge is charged for the transport of hazardous substances.
2. The Client is responsible for correct labelling, approved packaging, the necessary transport documents including tunnel code and the consignor's declaration. The goods must be properly packed and secured on pallets, so that they can be stowed and transported in accordance with the legal rules and regulations. If the Client has not provided any information, incomplete information or incorrect information and/or the labelling, packaging, cargo securing, stowage or documents do not comply with the legislation, the Client is liable for any resulting damage, including administrative and/or criminal fines.

Article 11 – Free waiting time, dead freight, waiting costs, no loading/unloading activities

1. The following free times for loading or unloading at a location other than the Logistics Center ('free time') include the rates stated, unless agreed otherwise in the agreement:⁴
 - a. when loading or unloading a groupage or less-than-truckload (LTL), a free time of 30 minutes applies;
 - b. when loading or unloading a full truckload (FTL) a free time of 1 hour applies, including the time required for any customs clearance activities;
 - c. When recoupling swap/stand trailers, a free time of 30 minutes will apply;

¹ Voornamelijk voorwerpen als vuurwerk, vuurpijlen, munitie en wapentuig.

² Stoffen die ziekte kunnen veroorzaken bij mensen of dieren.

³ Stoffen met de eigenschap om spontaan energie in de vorm van onzichtbare straling uit te zenden.

⁴ Zie artikel 1 lid 2 LSV 2014 voor deze definitie.

2. Exceeding the free time will be charged ('waiting costs') at a separate fee.
3. If:
 - a. after waiting no more than 2 hours, calculated from arrival, no loading and/or unloading activities have started or;
 - b. after arrival at the loading address it appears that no goods are available at all;

the Boerman Group is entitled to leave the location without notice of default, while retaining its right to payment of the waiting costs and the agreed freight rate.

4. If the Client cancels the order before the loading process has started, the Boerman Group is entitled to the dead freight as referred to in Article 8:1111 paragraph 1 of the Dutch Civil Code,
5. If the Boerman Group exercises its right as referred to in paragraph 3 under a with regard to unloading activities, the Boerman Group is entitled to store the goods with third parties at the expense and risk of the Client. The transport ends after delivery to this third party. The costs related to this delivery and also the import, export and storage of the goods will be charged to the Client. The actual deposit holder is not liable to the Client for damage to or loss of the goods during storage, with the exception of intent or willful recklessness.
6. The Client has an obligation with regard to the circumstances that contain evidence to the contrary of the circumstances referred to in paragraph 3 under a and b.

Article 12 – Signed consignment note

Irrespective of any instructions to the contrary, Boerman is not liable for any damage that the Client and/or the consignee may suffer if no consignment note signed for receipt can be submitted. Nor is the Customer entitled to suspend the payment of the freight charge (as a result).

Article 13 – Confidentiality and indemnification

1. The Client will treat all quotations, agreements and documents with or from the Boerman Group confidentially and will not provide these to third parties. The Boerman Group will treat all information received from the Client confidentially and only share it with those who need this information for the proper performance of activities.
2. If the consignee refuses to take delivery of the goods, regardless of the reason, the Client is obliged to provide the Boerman Group with reasonable instructions. The costs arising from such instructions are at the expense of the Client.

Article 14 – Hardship clause

1. The Boerman Group is obliged to perform its contractual obligations (including the rights and obligations under the LSC, the General Terms and Conditions and the Unit Maintenance & Logistics Services B.V. (Plus Unit Service) General Terms and Conditions), even if events have made performance more onerous than could reasonably have been expected at the time the agreement was concluded.
2. Contrary to paragraph 1 of this article, if the Boerman Group can demonstrate that:
 - a. the continuation of the performance of its contractual obligations has become unduly burdensome as a result of an event beyond its reasonable control that it could not reasonably have expected to have taken into account when concluding the agreement; and that;
 - b. it could not reasonably have avoided the event or its consequences;the parties are obliged, within a reasonable time after the invocation of this article, to negotiate alternative contractual terms that reasonably mitigate the consequences of the event.

3. If paragraph 2 of this article applies, but the Boerman Group and the Client have been unable to agree on alternative contractual terms as referred to in that paragraph, the Boerman Group is entitled to dissolve the agreement without the Boerman Group being liable for any compensation.

Article 15 – Choice of forum and choice of law

1. Dutch law applies to every legal relationship between the Boerman Group and its Client.
2. All disputes arising from or related to (the) agreement(s) concluded between the parties, work performed, services rendered or arising in the pre-contractual phase, will be settled by the competent court in Rotterdam, unless mandatory legal provisions prevent this.

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Appendix 1 – LSC 2014

LOGISTICS SERVICES CONDITIONS (LSC)

Zoetermeer, 1 February 2014

Filed by FENEX (the Netherlands Association for Forwarding and Logistics) and TLN (Transport and Logistics Netherlands), at the registry of the Rotterdam District Court on 2 April 2014, under number 28/2014.

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Article 1 - Definitions

In these Terms and Conditions, the following definitions shall apply:

1. **Logistics activities:** all activities, including unloading, entry, storage, removal, loading, stock management, assembly, order processing, order picking, preparation for shipment, invoicing, information exchange and management, as well as transport, transport and making customs declarations relating to goods;
2. **Logistics centre:** the space(s) where the Logistics activities take place;
3. **Logistics service provider:** the person who concludes the agreement with the client and who carries out the logistics activities on that basis;
4. **Auxiliary Person(s):** all those whom the Logistics service provider uses for the performance of the Logistics activities – not being the subordinates of the
5. **Client:** the person who gives the order to the Logistics service provider to carry out the Logistics activities and concludes the agreement with it for this purpose;
6. **Agreement:** the agreement concluded between the Logistics service provider and the Client with

- regard to the Logistics activities to be carried out by the Logistics service provider, of which these terms and conditions for Logistics activities form part;
7. **Terms and Conditions:** the terms and conditions that apply to the Agreement, including these terms and conditions, which are hereinafter always referred to as 'these Terms and Conditions' or 'the present Terms and Conditions';
 8. **Force majeure:** all circumstances that a careful logistics service provider could not avoid and the consequences of which it could not prevent. Force majeure includes: fire, explosion and flood as a result of natural disasters, as well as the consequences thereof;
 9. **Working days:** all days, with the exception of Saturdays, Sundays and public holidays as well as public holidays and rest days recognised in the country or region in which the Logistics activities are performed;
 10. **Goods:** the goods made available to the Logistics service provider or its Auxiliary Person by or on behalf of the Client with regard to the performance of the Agreement;
 11. **Receipt:** the act as a result of which the Client relinquishes control over the Goods with the explicit or tacit consent of the Logistics service provider or its Auxiliary Person and gives the latter the opportunity to exercise actual control over the Goods;
 12. **Delivery:** the act as a result of which the Logistics service provider relinquishes control over the Goods with the explicit or tacit consent of the Client or of a rightful claimant designated by the Client or of the relevant competent authorities and gives the latter the opportunity to exercise actual control over the Goods, or in the event that the Logistics service provider has committed itself to have them transported, the act as a result of which the Logistics service provider relinquishes control over the Goods with the express or tacit consent of the carrier and gives the latter the opportunity to exercise actual control over the Goods;
 13. **Have transported:** having the Goods transported for the benefit of the Client by concluding one or more suitable transport agreements with one or more carriers;
 14. **Stock discrepancy:** an inexplicable difference between the physical stock and the stock as it should be according to the stock records of the Logistics service provider, subject to proof to the contrary by the Client.

Article 2 – Scope

1. General

These Terms and Conditions govern all offers, agreements, legal and factual acts with regard to the Logistics activities to be performed, insofar as these are not subject to mandatory law. Contrary conditions and regulations of the Client do not apply, unless they have been expressly accepted in writing by the Logistics service provider. These Terms and Conditions apply to the legal relationship between the parties, even after the Agreement has been terminated.

2. Subordinates / Auxiliary Persons

The Logistics service provider is entitled to engage Auxiliary Persons for the execution of the Logistics activities, unless agreed otherwise with the Client. If subordinates or Auxiliary Persons are held non-contractually liable for the activities for which they have been used by the Logistic Service Provider, it is stipulated for their benefit that they may invoke all clauses in the present Terms and Conditions and the Agreement regarding exclusion or limitation of liability.

3. Transportation

If the Logistics service provider undertakes to provide transport, then, with due observance of these Terms and Conditions, in addition to (mandatory) treaties, laws and statutory regulations, the provisions of the transport documents as well as, for national Dutch road transport and insofar as these Terms and Conditions or the Agreement do not deviate therefrom, the General Transport

Conditions (GTC), in the version as filed with the registry of the District Courts of Amsterdam and Rotterdam at the time of the conclusion of the Agreement, shall apply, unless another version has been agreed.

For maritime transport, in the absence of a bill of lading, the Hague Visby Rules, as amended by the Protocol of 22 December 1979, or the Rotterdam Rules shall apply in the event that they have come into force, unless agreed otherwise. The transport does not include loading into and unloading from means of transport at the Logistics centre.

The transport documents referred to in this article are understood to mean the transport document issued by the Logistics service provider or its Auxiliary Person or signed as the sender.

If and insofar as the aforementioned treaties, laws, legal regulations and conditions leave liabilities unregulated, the version of the present Terms and Conditions filed at the time of the conclusion of the Agreement shall apply.

4. Have transported

In the event that the Logistics service provider expressly commits itself with regard to the transport of Goods, whether or not on certain routes or with regard to certain modes of transport, to have them transported, the Dutch Forwarding Conditions (general terms and conditions of FENEX) apply in the version as filed with the registry of the courts in Amsterdam, Arnhem, Breda and Rotterdam at the time of the conclusion of the Agreement ('the Dutch Forwarding Conditions'), unless a different version has been agreed.

5. Customs and tax services

If the Logistics service provider undertakes to perform customs formalities (including formalities with regard to storage in a customs warehouse) and/or to provide fiscal representation, the Dutch Forwarding Conditions in the version as filed with the registry of the courts of Amsterdam, Arnhem, Breda and Rotterdam at the time of the conclusion of the Agreement ('the Dutch Forwarding Conditions') shall apply, unless another version has been agreed.

Article 3 – Obligations of the Logistics service provider

The Logistics service provider is obliged:

1. to take receipt of the agreed Goods at the agreed place, time and manner, provided that they are properly packaged, the correct documents are present and the Goods have been made available to him or his Auxiliary Person;
2. to take care of the loading, stowage and unloading at the Logistics centre and the entry and exit of Goods, unless in the opinion of the Logistics service provider or its Auxiliary Person, they are so dangerous or cause such a nuisance that these activities cannot be required of him or his Auxiliary Person;
3. to have the Logistics activities with regard to the Goods take place in the Logistics centre agreed with the Client;
 - a. if no specific Logistics centre has been agreed, the Logistics service provider is free to choose a suitable space and to move Goods between suitable spaces.
 - b. if a specific Logistics centre has been agreed, the Logistics service provider is authorised to relocate the Goods in consultation with the Client if this is desirable for the proper management and/or proper execution of the Logistics activities. The Client may not refuse permission for relocation if the new spaces are equivalent or better;
4. have the relocation as referred to in paragraph 3 of this article take place at his expense, unless

the relocation must take place:

- a. in the interest of the Client or on its behalf, and/or;
 - b. as a result of circumstances for which the Logistics service provider is not liable and/or;
 - c. as a result of circumstances which in fairness are not at the expense and/or risk of the Logistics service provider, and/or;
 - d. as a result of regulations and/or on the instructions of the competent authorities; the transport in connection with the transfer takes place subject to the regulations referred to in Article 2 paragraph 3 of these Terms and Conditions;
5. to take all measures, including those not directly ensuing from the Agreement, to protect the interests of the Client and its Goods. Where possible, he will consult with the Client in advance. If timely prior consultation is not possible, the Logistics service provider will take the measures that it considers in the best interests of the Client and will inform the Client about this;
6. to insure its liability arising from the Agreement on the basis of the usual insurance conditions and to provide the Client with a copy of the insurance certificate upon request;
7. to allow the Client and the persons designated by it, at the risk of the Client, access to the places where the Goods are located during office hours on Working Days, unless agreed otherwise, provided that:
- a. the desired access has been made known to the Logistics service provider in good time in advance;
 - b. the Client agrees to be accompanied by the Logistics service provider;
 - c. the inspection takes place in accordance with the internal regulations of the Logistics service provider;
 - d. the information obtained by the Client during the inspection about other Goods present in the space(s) is not shared with third parties.

Any costs associated with the inspection are at the expense of the Client;

8. to provide additional work in consultation with and on the instructions of the Client, if such work can reasonably be required of the Logistics service provider;
9. to report damage to and shortcomings in Goods to be received and accepted to the Client in writing as soon as possible and to request instructions in this respect;
10. to guarantee the soundness and suitability of the material to be used by him;
11. to deliver the Goods either in the same condition in which he received them or in the agreed condition;
12. to observe confidentiality vis-à-vis third parties with regard to all facts and data that are only known to him through the performance of the Agreement, with the exception of competent government authorities if information must be provided on the basis of statutory regulation and information exchange with third parties in the context of normal business operations.

Article 4 – Consequences of non-compliance with the obligations by the Logistics service provider

If the Logistics service provider continually fails imputably in the fulfilment of one or more of its obligations as stated in Article 3, the Client may, without prejudice to its right to compensation for damage suffered in accordance with Article 5, dissolve the Agreement in whole or in part with immediate effect, after:

- he has indicated to the Logistics service provider by registered letter, with reasons, stating that the Logistics service provider has failed, and has set a period of at least thirty days for compliance, and;
- the Logistics service provider has not yet fulfilled its obligations at the end of that period.

The Client does not have this authority if the shortcoming, given its special nature or minor significance, does not justify dissolution with its consequences.

Article 5 – Liability of the Logistics service provider

1. The Logistics service provider shall, subject to Force majeure and the other provisions of these Terms and Conditions, be liable for damage to and/or loss of the Goods, occurring during the period from Receipt to Delivery. The Logistics service provider is not liable for damage resulting from the non-compliance by the Client with any obligation imposed on the Client by virtue of this or separate A(a)greement(s) and the T(t)erms and C(c)onditions applicable to both.
2. In the case of transport, the Logistics service provider is liable up to a maximum of the liability limits set for the relevant mode(s) of transport in the applicable regulations, unless agreed otherwise. The Logistics service provider is not liable in this respect insofar as the damage is caused by the lack or inadequacy of the packaging of the Goods that, given their nature or the mode of transport, should have been sufficiently packed and the Logistics service provider can make it plausible that the damage could be a consequence of this cause. In the event of road transport by the Logistics service provider, the Goods are not received at the agreed place, time and manner, the liability for the resulting damage is limited to no more than twice the freight as agreed for the road transport part, but a maximum of 10,000 SDR.; but not before the Client has set a deadline for the Logistics service provider and the Logistics service provider has not yet fulfilled its obligation at the expiry thereof.
3. With regard to the other Logistics activities, the liability of the Logistics service provider for damage to or loss of the Goods is limited to 4 SDR per kilogram gross weight of the damaged or lost Goods, with a maximum of 100,000 SDR per event or series of events with one and the same cause of damage.
4. The damage to be compensated by the Logistics service provider as a result of damage to or loss of the Goods will never exceed the value of the Goods to be proved by the Client. In the absence of proof, the prevailing market price for goods of the same nature and quality, valid at the place and time of Receipt, shall apply.
5. Subject to the provisions of Article 5 paragraph 7, the liability of the Logistics service provider for all damage other than damage to and/or loss of the Goods is limited to 10,000 SDR per event or series of events with one and the same cause of damage, taking into consideration – and with due observance of this limitation of liability to 10,000 SDR – that in the event that customs formalities are performed by the Logistics service provider or it acts as a fiscal representative, the Logistics service provider is not liable for any damage, unless the Client proves that the damage was caused by the fault or negligence of the Logistics service provider.
6. Any Stock discrepancies must be apparent from the physical inventory, which must take place at the expense of the Client at least once a year and also at the time the Agreement ends. Any shortages and any surpluses are offset against each other. Any liability of the Logistics service provider for Stock discrepancies may only exist if and insofar as, in the unit of account used for the registration of the stock, the shortages (deficits) exceed any surpluses by at least one per cent of the number of the Goods which on an annual basis are the subject of the Agreement. Any adjustment by the Logistics service provider to its stock records, not as a result of the entry and exit of goods, will be reported to the Client as soon as possible. For the sake of completeness, it is expressly agreed that these Terms and Conditions also govern the liability of the Logistic service provider on account of Stock discrepancies, including the liability limits described in Article 5 paragraph 3.
7. The Logistics service provider is never liable for lost profit, consequential damage and immaterial damage, however caused.
8. The Logistics service provider cannot invoke the liability limits set out in this article in the event of intent or willful recklessness on its part.

9. If the Logistics service provider is held liable by the Client outside the agreement for damage caused during the execution of the Logistics activities, the Logistics service provider will not be liable any further than it would be pursuant to the Agreement.
10. Should the Logistic Service Provider derive a defence against the Client to defend his liability for the conduct of an Auxiliary Person or subordinate from the Agreement, then the Auxiliary Person or subordinate, if held liable by the Client on the basis of this conduct, may also invoke this defence, as if the Auxiliary Person or subordinate himself were also party to the Agreement.
11. If a Logistics service provider is held liable outside an agreement with regard to damage or loss of goods or delay in delivery by someone who is not a party to the Agreement or a contract for transport concluded by or on behalf of the Logistics service provider, then he shall not be liable against the latter beyond his liability under the Agreement.

Article 6 – Obligations of the Client

The Client is obliged:

1. to provide the Logistics service provider in due time with all the information and documents concerning the Goods and the handling thereof, which he knows or ought to know are important to the Logistics service provider, unless he demonstrates that the Logistics service provider knows or ought to know these data. The Client guarantees that the information provided by it is correct and that all instructions and Goods made available are in accordance with the law and regulations;
2. if Goods and/or activities are subject to government regulations, including customs and excise stipulations and tax regulations, the Client must timely provide all information and documents that are necessary for the Logistics service provider to comply with those regulations; The provision of information and/or documents to the Logistics service provider, required for the performance of formalities in connection with the government regulations referred to above, constitutes an instruction to that effect. The Logistics service provider is always entitled to follow this instruction or not;
3. to make the agreed Goods available to the Logistics service provider or its Auxiliary Person in proper packaging at the agreed place, time and manner, accompanied by a road transport consignment note (insofar as necessary) and the agreed documents and/or documentation and the other documents required by or pursuant to government regulations;
4. to take care of the loading, stowage and unloading of Goods, unless:
 - Article 3 paragraph 2 applies, or;
 - the parties agree otherwise, or;
 - the nature of the intended transport – taking into account the Goods to be transported and the vehicle made available – implies otherwise.
5. to indemnify the Logistic service provider or his subordinates and/or Auxiliary Persons at his first request in case it is held liable by third parties beyond the agreement for damage or financial loss, in any way related to the execution of this or separate A(a)greement(s) and the T(t)erms and C(c)onditions applicable to both, including claims on account of product liability and/or intellectual property rights. This indemnification obligation applies if the Client did not fulfil any obligation imposed on it by law, these Terms and Conditions or the Agreement, or if the damage or financial loss is caused by circumstances within the Client's sphere of risk;
6. to assume responsibility for the Goods and material made available by it to the Logistics service provider or its Auxiliary Person;
7. in addition to the agreed fee, to timely reimburse any other costs arising from this or separate A(a)greement(s) and the T(t)erms and C(c)onditions applicable to both;
8. to timely reimburse costs for inspections, follow-up activities, clean-up activities and disposal of

- waste arising as a result of the performance of this or separate A(a)greement(s) and the T(t)erms and C(c)onditions applicable to both;
9. upon the termination of the Agreement, to receive and/or have removed the Goods located at the Logistics service provider or its Auxiliary Person no later than on the last working day prior to the date of termination of the Agreement, after payment of all that is owed to the Logistic service provider and of that which is known on that day that it will be due. For what the Client will owe after the termination of the Agreement, insofar as already known and/or reasonably estimated by the Logistics service provider, the Client can suffice by providing sufficient security in the opinion of the Logistics service provider;
 10. to observe confidentiality vis-à-vis third parties with regard to all facts and data known to him solely on the basis of the Agreement, with the exception of competent government authorities if information must be provided on the basis of statutory regulation and of information exchange with third parties in the context of normal business operations.
 11. to immediately take receipt of the Goods and/or have them removed if, in the opinion of the Logistics service provider, they are so dangerous or cause such a nuisance that it cannot be required of it to keep them in storage any longer. Contrary to the provisions of Article 3, paragraph 2, removal and loading shall be carried out by or on behalf of the Client and at the Client's expense and risk;

Article 7 – Consequences of non-compliance with the obligations by the Client

1. If the Client continues to imputably fail to fulfil one or more of its obligations as stated in Article 6 paragraphs 1 to 10, the Logistics service provider may, without prejudice to its right to compensation for damage suffered, terminate the Agreement in whole or in part with immediate effect, after he has set the Client a deadline of at least fourteen days for compliance by registered letter and the Client has not yet fulfilled his obligations at the end of this period. If setting such a deadline would disproportionately harm the Logistics service provider's interest in the undisturbed operation of its business, it may also terminate the Agreement without observing a deadline.
2. If the Client does not fulfil one or more of its obligations as stated in Article 6, paragraphs 1 to 8, the Logistics service provider is authorised to suspend the fulfilment of its obligation. This right of suspension can also be invoked against the creditors of the Client.
3. If the Client does not fulfil its obligations as stated in Article 6, paragraphs 9 and 11, the Logistics service provider is entitled to:
 - a. relocate the Goods to other areas at the expense and risk of the Client, and/or;
 - b. sell the Goods, either privately or publicly, at the expense of the Client after the expiry of fourteen days after written notification of the intended sale has been sent to the Client by registered letter, without any further formality having to be observed;
 - c. abandon or destruct the Goods if it is likely that the costs of selling the Goods will exceed the yield or if, despite a reasonable attempt to do so by the Logistics service provider, no buyer can be found, whereby the costs of abandonment or destruction will always be at the expense of the Client.

Article 8 – Liability of the Client

1. The Client is liable for all damage to the Logistics centre and/or the property of the Logistics service provider, its Auxiliaries, its subordinates and its other Clients, as well as for personal injury caused by the Client itself, its Goods, including the packaging of its Goods, its Auxiliaries, subordinates and the persons designated by it.
2. The Client is liable towards the Logistics service provider for all damage, including fines, interest,

as well as penalties and confiscations, including consequences for not or not timely clearing customs documents, resulting from inter alia the incorrectness, inaccuracy or incompleteness of his instructions and the data and/or documents supplied by him, not or not timely making the Goods available at the agreed time, place and manner and not or not timely providing documents and/or instructions.

3. The Client is liable to the Logistics service provider for all damage caused by failure to comply with its obligations under this or separate A(a)greement(s) and the T(t)erms and C(c)onditions applicable to both.
4. The Client must reimburse the Logistics service provider for the fine imposed on it in respect of overloading during road transport. If the Client can provide evidence of a fine for violation of Article 2.6 paragraph 2 of the Road Transport of Goods Act, this provision will lapse, except in case of bad faith.

Article 9 – Other

1. The Logistics service provider may terminate the Agreement with immediate effect if the Client:
 - discontinues all or a substantial part of his profession or business;
 - loses the free disposal of his assets or a substantial part thereof;
 - loses its legal personality, is dissolved or is effectively liquidated;
 - is declared bankrupt;
 - proposes a settlement outside bankruptcy;
 - applies for suspension of payment;
 - loses the disposal of his goods or a substantial part thereof as a result
 - in the case of seizure by third parties;
 - does not fulfil its obligations as stated in Article 6 paragraph 11.
2. If, after Receipt of the Goods, the transport cannot reasonably be commenced, continued or completed by the Logistics service provider or cannot be completed within a reasonable time, the Logistics service provider is obliged to inform the Client of this. The parties then have the authority to terminate this transport contract in writing and this contract will end upon receipt of this notice. The Logistics service provider is then not obliged to take care of further transport and is authorised to unload and store the Goods at a suitable location; the Client is authorised to take possession of the Goods. The costs incurred in connection with the cancellation with regard to the Goods will be borne by the Client. Except in cases of force majeure (6:75 of the Dutch Civil Code), the Logistics service provider is obliged to compensate the Client for the damage it has suffered as a result of the termination of the agreement, whereby the liability is limited to no more than twice the freight as agreed for the relevant mode of transport concerned, but no more than SDR 10,000.

Article 10 – Complaints

1. If the Goods are delivered by the Logistics service provider without the consignee having established their condition in the presence of the Logistics service provider, the Goods will be deemed to have been delivered in good condition, subject to proof to the contrary.
2. If the Goods are delivered by the Logistics service provider without the consignee having notified the Logistics service provider of written reservations stating the general nature of the loss or damage, then:
 - in the case of losses or visible damage, at the latest at the time of Delivery;
 - if it does not concern damage that is not externally visible, within the period prescribed on the basis of the law and regulations applicable to the mode of transport chosen for Delivery or, in the absence of a (statutory) regulation, at the latest within five Working Days after

Delivery; the Goods are deemed to have been delivered in good condition, subject to proof to the contrary.

3. The day of the Delivery is not taken into account when determining the aforementioned terms.
4. In the case of national transport, if the Goods have not been delivered within thirty days after the day on which they were accepted for transport and it is unknown where they are located, they will be regarded as lost.

Article 11 – Limitation and expiry

1. All claims in connection with the Agreement become time-barred after twelve months and expire after eighteen months.
2. In the event of total or partial loss, damage, delay or stock discrepancy, the periods referred to in paragraph 1 shall commence on the first of the following days:
 - a. the day on which the Goods were delivered or should have been delivered by the Logistics service provider;
 - b. the day on which the Logistics service provider notifies the Client of the loss, damage or existence of the Stock discrepancy.
3. If the Logistics service provider is held liable by third parties, including any government, the terms referred to in paragraph 1 will commence on the first of the following days:
 - a. the day on which the Logistics service provider is sued by the third party;
 - b. the day on which the Logistics service provider has paid the claim against it.
4. If the Logistics service provider or a third party engaged by it has lodged an objection or appeal against the claim, the terms referred to in paragraphs 1 and 2 shall commence on the day following the day on which the decision in the objection and/or appeal has become final.
5. For all other claims, the terms referred to in paragraph 1 commence on the day on which they become due and payable.
6. In any case, the periods referred to in paragraph 1 for all claims in connection with the Agreement shall commence from the day following that on which the Agreement between the parties has terminated.

Article 12 – Payment terms and conditions

1. All amounts owed by the Client to the Logistics service provider will be paid with due observance of the agreed term or, in the absence of an agreed term, within fourteen days of the invoice date. This term is to be regarded as a strict deadline.
2. If the Client does not pay any amount due within the term referred to in paragraph 1 of this article, it is obliged to pay the statutory (commercial) interest in accordance with Article 6:119a or Article 6:119 of the Dutch Civil Code, from the day on which this payment should have been made up to and including the day of full payment.
3. The Logistics service provider is entitled to charge extrajudicial and judicial costs for the collection of the claim to the Client. The extrajudicial collection costs are due from the moment the Client is in default and amount to 15% of the claim with a minimum of €150.
4. The Client is at all times obliged in connection with this or separate A(a)greement(s) and the T(t)erms and C(c)onditions applicable to both, to compensate the Logistics service provider for amounts to be collected or recovered or to be recovered by any government as well as related fines.
5. The Client is obliged, at the first request of the Logistics service provider, to provide security for that which the Client owes or will owe to the Logistics service provider. This obligation also exists if the Client itself has already had to provide or has provided security in connection with the amount owed.

6. An appeal to set-off of claims for payment of fees arising from this or separate A(a)greement(s) and the T(t)erms and C(c)onditions applicable to both, of the amount owed by the Client for other reasons in respect of the Logistics activities or of further costs burdening the Goods against claims of the Client or suspension of the aforementioned claims by the Client, is not permitted.
7. All amounts as referred to in paragraph 1 of this article are immediately due and payable and subject to settlement by the Logistics service provider, should the cases referred to in Article 7, paragraphs 1 and 2 of these Terms and Conditions occur.

Article 13 – Securities

1. The Logistics service provider has the right to refuse to anyone the surrender of Goods, documents and monies that the Logistics service provider has or will have in its possession in connection with the Agreement.
2. The Logistics service provider can exercise a right of retention on all Goods, documents and monies that it has or will have in its possession in connection with the Agreement, for all claims that the Logistic service provider holds or will hold against the Principal and/or the owner of the Goods, also with respect to claims not related to those Goods.
3. A right of pledge is established on all Goods, documents and monies that the Logistics service provider holds or shall receive in connection with the Agreement, for all claims that the Logistic service provider holds or shall receive against the Client and/or the owner of the Goods.
4. The Logistics service provider may consider anyone who entrusts Goods to the Logistics service provider for the performance of Logistics activities on behalf of the Client as authorised by the Client to establish a right of pledge on those Goods.
5. If upon settlement a dispute arises about the amount owed or if a calculation is required to determine this amount that cannot be carried out quickly, the Client or the person requesting Delivery shall, at the request of the Logistics service provider, at the discretion of the Logistics service provider, be obliged to immediately pay the part of the amount due of which there is agreement and to provide security for the payment of the disputed part or of the part for which the amount due has not yet been established.
6. Any collateral shall be sold at the expense of the Client in the manner determined by law or, if there is agreement on this, privately.
7. At the first request of the Logistics service provider, the Client will provide security for costs paid or to be paid by the Logistics service provider to third parties or governments and other costs that the Logistics service provider incurs or expects to incur for the benefit of the Client, including freight, port charges, duties, taxes, levies and premiums.

Article 14 – Dispute resolution / Arbitration

1. All disputes arising from or in connection with (the) A(a)greement(s) to which these Terms and Conditions apply will be exclusively subject to arbitration in Rotterdam in accordance with the TAMARA Arbitration Regulations, with the exception of claims up to €25,000 as well as uncontested claims, in which case dispute resolution will take place by the competent court in Rotterdam.
2. The exceptions referred to in paragraph 1 cannot be invoked if the Client is established in a non-EU Member State.
3. Where applicable, arbitrators shall apply the provisions of international transport treaties, including, inter alia, the Convention on the Contract for the International Carriage of Goods by Road (CMR). The Client warrants to the Logistics service provider that the shipping agent, the consignee and the other parties interested in the cargo will be bound by the provisions of this clause in the event of damage to the Goods and/or delay in the delivery thereof.

Article 15 – Final provisions

1. All A(a)greement(s) to which these Terms and Conditions apply are subject to Dutch law.
2. The place of establishment of the Logistics service provider shall be regarded as the place of liquidation and claims settlement.

Article 16 - Recommended citation title

These Terms and Conditions may be cited as "LSC 2014".

In the event of conflicts with translated terms and conditions, the Dutch version of these Terms and Conditions shall prevail.

Appendix 2 – Unit Maintenance & Logistics Services B.V. (Plus Unit Service) General Terms and Conditions

Unit Maintenance & Logistics Services B.V. (Plus Unit Service)
Transportweg 44
3371 MB Hardinxveld-Giessendam
Chamber of Commerce 24345155

Version date: August 2013

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Article 1 - Applicability, definitions

1. These terms and conditions apply to every offer and every agreement to perform work and to all purchase and sale agreements of Unit Maintenance & Logistics Services B.V., established in Hardinxveld Giessendam, hereinafter referred to as “the user”.
2. The client or the buyer, respectively, will hereinafter be referred to as “the counterparty”.
3. A number of provisions in these general terms and conditions relate to a natural person who is not acting in the exercise of a profession or business. In these provisions, the counterparty is referred to as “the consumer”.
4. In these general terms and conditions, “in writing” is understood to mean: by letter, by e-mail, by fax or any other form of communication that can be equated with this in view of the state of the art and generally accepted standards.
5. In these general terms and conditions, “goods” is understood to mean: all building materials and other goods to be supplied by the user. If a provision relates only to building materials, the latter term is used.
6. In these general terms and conditions, “documents” is understood to mean: the drawings, designs, calculations, reports, advice, etc. to be produced or provided by the user and/or provided by the counterparty. These documents, including digital files, may be recorded both in writing and on other data carriers, such as on CD-ROMs, DVDs, USB sticks etc.
7. In these general terms and conditions, “information” is understood to mean: both the documents and the other (verbal) data that are (to be) provided by the user and/or the counterparty.

8. The possible inapplicability of a (part of a) provision of these general terms and conditions does not affect the applicability of the remaining provisions.
9. In the event of a discrepancy or conflict between these general terms and conditions and a translated version thereof, the Dutch text shall prevail.
10. These general terms and conditions also apply to partial, follow-up, subsequent or partial orders arising from the agreement.
11. If the user has already handed these general terms and conditions to the counterparty several times, this constitutes a lasting business relationship. The user then does not have to hand over the general terms and conditions each time for them to apply to subsequent agreements.

Article 2 - Offer, quotations, prices and rates

1. Every offer and every quotation from the user is valid for the period stated therein. An offer or quotation in which no term of validity is stated shall be without obligation. In the case of an offer or quotation without obligation, the user has the right to revoke this offer or quotation no later than within 2 working days after receipt of the acceptance.
2. The prices and rates stated in an offer, quotation, price or rate list are exclusive of VAT and any costs, such as transport costs, administration costs, costs for applying for permits, costs for submitting an excavation report (KLIC report) at the land registry pursuant to the Underground Networks Information Exchange Act (in Dutch: Wet informatie-uitwisseling ondergrondse netten, WION) and invoices from engaged third parties.
3. A composite offer or quotation does not oblige the user to deliver part of the offered performance against a corresponding part of the price or rate.
4. If the offer or quotation is based on information provided by the counterparty and this information proves to be incorrect or incomplete or changes afterwards, the user has the right to adjust the prices, rates and/or delivery terms stated.
5. The offer, quotation, prices and rates do not automatically apply to repeat orders, new or follow-up orders.
6. Shown and/or provided samples, models and examples, specifications of colours, dimensions, weights and other descriptions in brochures, promotional material and/or on the user's website are as accurate as possible, but are only indicative. The counterparty cannot derive any rights from this.
7. The samples, models and examples provided remain the property of the user and must be returned to the user at the expense of the counterparty upon first request.
8. The user is entitled to charge the costs associated with the offer or quotation to the counterparty, provided that he has informed the counterparty of these costs in advance in writing.
9. A). If (cost) price-increasing circumstances arise for the user between the date of concluding the agreement and the implementation thereof as a result of changes in legislation and regulations, government measures, currency fluctuations or changes in the prices of the necessary materials and/or raw materials, the user has the right to increase the agreed prices and rates accordingly and to charge them to the counterparty.
B). In the event of price or rate increases within 3 months after the conclusion of the agreement, the consumer is entitled to dissolve the agreement by means of a written statement. If the consumer has not informed the user within 14 days of notification of the price or rate change that he wishes to exercise his power of dissolution, the user may assume that the consumer has agreed to the price or rate change.

Article 3 - Conclusion of agreements

1. The agreement is concluded after the counterparty has accepted the user's offer, even if this acceptance deviates from this offer on minor points. However, if the acceptance of the counterparty differs on essential points, the agreement will only be concluded if the user has agreed to these deviations in writing.
2. The user is only bound by:
 - a. an assignment or order without a prior offer;
 - b. verbal agreements;

- c. additions to or amendments to the general terms and conditions or agreement; after written confirmation of this to the counterparty or as soon as the user – without objection from the counterparty – has started the performance of the assignment, order or agreements.

Article 4 - Engagement of third parties

1. If the proper performance of the agreement requires this, the user may have certain deliveries and activities carried out by third parties.
2. If the assignment entails that the user has to work with several third parties appointed by the counterparty, the counterparty will appoint a main responsible person among them and determine a mutual division of labour. This is done in consultation with and after the consent of the user.

Article 5 - Obligations of the counterparty

1. The counterparty must ensure that:
 - a. it makes all information required for the performance of the agreement (including permits, exemptions, regulations, etc.) available to him in a timely manner and in the manner desired by the user;
 - b. any data carriers, files, etc. provided by the counterparty to the user are free of viruses and defects;
 - c. the user is given access to the work location on the agreed dates and times. This location must meet the applicable legal (safety) requirements;
 - d. the third parties engaged by it perform their activities and deliveries in such a way that the user is not hindered by this and does not experience any delays in the performance of the agreement;
 - e. the work location is in such a condition that the user can carry out and continue the work without hindrance;
 - f. the user is given the opportunity to ensure the supply, storage and/or removal of (building) materials and tools in a timely manner;
 - g. the user has free access to the connection facilities desired by the user for electricity (high-voltage current), gas and water at the work location. Lost working hours as a result of water, gas or power failure are at the expense of the counterparty;
 - h. the user has free access to toilets, break rooms and canteens;
 - i. sufficient facilities are available at the work location for the collection of waste, such as construction and chemical waste;
 - j. a space is available at the work location where the user's tools, machines, materials, etc. can be stored or kept without risk of damage or theft;
 - k. the other facilities reasonably desired by the user and/or its subcontractors are present at the work location free of charge;
 - l. the user is informed before the commencement of the work of the location of (own and indoor) cables, pipes, etc. that do not fall under the WION; m. it informs the user immediately if the location of the cables, pipelines, etc. that do fall under the WION has changed or may deviate from the information known to the Land Registry.
2. The counterparty ensures that the information provided is correct and complete and indemnifies the user against claims from third parties arising from the inaccuracy and/or incompleteness of this information.
3. The user will treat the information provided by the counterparty confidentially and only provide it to third parties insofar as this is necessary for the performance of the agreement.
4. The counterparty is liable for loss, theft and other damage to the tools, machines, (building) materials, etc. that the user uses or has stored at the counterparty during the performance of the work, including damage caused by imperfections, defects, etc. at the work location.
5. The counterparty allows the user to place company names and advertising at the work location or at the work free of charge.
6. If the counterparty does not fulfil the aforementioned obligations or does not do so in a timely manner, the user has the right to suspend the performance of the agreement until the counterparty has fulfilled its obligations. The costs in connection with the delay incurred or lost

working hours, the costs for performing extra work and the other consequences arising from this are at the expense and risk of the counterparty.

7. If the counterparty does not fulfil its obligations and the user fails to demand fulfilment from the counterparty, this will not affect the right of the user to demand fulfilment at a later date.

Article 6 - Delivery, delivery/completion terms

1. Agreed delivery/completion terms can never be regarded as strict deadlines. If the user does not deliver the agreed performance or does not deliver it on time, the counterparty must give him written notice of default and allow a reasonable term to still deliver it.
2. The user is entitled to perform the agreement in parts, whereby each partial delivery or performance can be invoiced separately or periodically.
3. The risk for the goods to be delivered is transferred to the counterparty at the moment when the goods to be delivered are actually available to the counterparty.
4. Dispatch or transport of the ordered goods takes place in a manner to be determined by the user and at the risk of the user, but at the expense of the counterparty.
5. If, due to a cause within the sphere of risk of the counterparty, it proves impossible to deliver the agreed performance or goods (in the agreed manner) to the counterparty, the user shall be entitled to store the building materials or other goods purchased for the execution of the agreement at the expense and risk of the counterparty. The counterparty must enable the user to still deliver the performance or the goods within a period to be set by the user after notification of the storage.
6. If the counterparty fails to fulfil its obligations after the period stated in the previous paragraph, it will be immediately in default. The user then has the right to dissolve the agreement in whole or in part with immediate effect by means of a written statement, to sell the building materials and/or other goods to third parties and to destroy any documents already produced without any obligation arising on the part of the user to pay compensation for damages, costs and interest. The foregoing is without prejudice to the obligation of the counterparty to compensate any (storage) costs, damage caused by delay, loss of profit or other damage or the right of the user to still claim performance.
7. If an agreed delivery period is expressed in working days, this is understood to mean: calendar days with the exception of weekends and recognised national holidays.
8. Working days or half working days on which – due to circumstances not attributable to the user – it is not possible to work for at least 5 hours or 2 hours, respectively, are regarded as unworkable. The resulting consequences, such as a delay in delivery or costs for carrying out extra work, are at the expense of the counterparty.
9. If the delivery of the work must take place on a day that is not a working day, the next working day will be regarded as the agreed day of delivery/completion.

Article 7 - Progress, performance of the agreement

1. If the commencement, progress or delivery of the work or the agreed delivery of goods is delayed because:
 - a. the user has not received all necessary information from the counterparty in time;
 - b. the user has not received any agreed (advance) payment from the counterparty in time;
 - c. there are other circumstances that are at the expense and risk of the counterparty; then the user is entitled to a reasonable extension of the delivery/completion period and to compensation for the costs and damage involved, such as any waiting time.
2. If the agreement is performed in phases, the user has the right to suspend the implementation of the parts belonging to a subsequent phase, until the counterparty has approved the results of the previous phase. The resulting costs and damage are at the expense of the counterparty.
3. The user will make every effort to realise the agreed work and deliveries within the agreed and planned time, insofar as this can reasonably be expected of it. If the performance of the agreement has to be accelerated at the request of the counterparty, the user has the right to charge the counterparty for the overtime hours and other costs involved.
4. The user is obliged to perform the work well, properly and in accordance with the provisions of the agreement. The user must perform the work in such a way that damage to persons, property

- or the environment is limited as much as possible and must follow the orders and instructions given in this context by or on behalf of the counterparty as much as possible.
5. The user must point out to the counterparty any imperfections, errors, defects, etc. in the a. documents provided; b. prescribed constructions, working methods, etc.; c. directions given; d. building materials and tools made available or prescribed by or on behalf of the counterparty; insofar as these imperfections, errors, defects, etc. are relevant to the performance of the user is or could be familiar with them.
 6. The user is deemed to be familiar with the relevant statutory regulations and government decisions. The costs associated with compliance with these regulations and decisions are at the expense of the counterparty.
 7. If the counterparty desires changes to the agreed work, the user will inform the counterparty about the consequences of these changes for the agreed prices, rates and delivery/completion periods.
 8. If during the performance of the agreement it appears that the work and/or deliveries cannot be carried out in the agreed manner due to unforeseen circumstances, the user will consult with the counterparty about amending the agreement. The user will thereby inform the counterparty about the consequences of the change for the agreed prices, rates and the delivery/completion periods. If the performance of the agreement has become impossible as a result of this, the user is in any case entitled to full compensation for the work and deliveries already performed by him.
 9. The counterparty will always carefully check each draft version of documents to be produced by the user and make its response known to the user as soon as possible. If necessary, the concept is adjusted by the user and submitted again to the counterparty for approval. The user may thereby require that the final version of the produced documents be initialled per page for approval by the counterparty or that the counterparty signs a written statement of approval of the final version. The counterparty may only use the produced documents after the user has received the initialled final version or the written statement of approval.
 10. If the user still has to make changes to documents that have already been approved, this will be regarded as additional work and the user will be entitled to charge the resulting additional costs to the counterparty.

Article 8 - Additional and less work

1. Additional and less work must be agreed upon in writing between the user and the counterparty. The user is only bound by verbal agreements after he has confirmed them in writing to the counterparty or as soon as the user – without objection from the counterparty – has started to implement these agreements.
2. In the case of additional work, the user is entitled to charge, in addition to the costs for extra materials, extra hours, etc., the counterparty a fee of 6% on the calculated additional work as compensation for the general costs (overhead costs) that the additional work entails for the user.
3. Settlement of additional and less work takes place: a. if the agreement or the conditions of implementation are changed; b. if the amounts of provisional sums change; c. if the offsettable quantities change.
4. Provisional sums are amounts stated in the agreement, which are included in the contract sum and which are intended for: a. the purchase of building materials; b. or the purchase of building materials and the processing thereof; c. the performance of work that has not been determined with sufficient precision on the day of the agreement and must be further specified by the counterparty and/or the user. With regard to each provisional sum, it is stated in the agreement to which it relates.
5. The costs to be charged to provisional sums are based on the prices calculated by the user or the costs incurred by the user, increased by a contractor fee of 10%.
6. If a provisional sum only relates to the purchase of building materials, the costs of processing them are included in the contract sum and these processing costs will not be settled separately. However, these costs will be settled at the expense of the provisional sum insofar as the costs due to the interpretation given to the provisional sum are higher than those that the user should reasonably have taken into account.

7. If a provisional sum relates to the purchase of building materials and the processing thereof, the costs of processing are not included in the contract sum and these processing costs are always charged separately against the provisional sum.
8. If offsettable quantities are included in the agreement – and these quantities deviate from the quantities required to realise the work – the additional or reduced costs resulting from that deviation will be settled. This applies with the exception of materials already purchased that have become superfluous due to agreed less work. The user has the right to charge these materials to the counterparty.
9. Without being in default, the user can refuse a request for additional or less work if this could have qualitative consequences for the work or deliveries to be performed or already performed in that context.

Article 9 - Inspection, approval, delivery

1. In good time before the day on which the work will be completed, the user invites the counterparty in writing to inspect the work. The inspection must take place as soon as possible, but at the latest within 5 working days after completion of the work. The recording is carried out by the counterparty in the presence of the user and is intended to establish whether the user has fulfilled its obligations under the agreement.
2. If the inspection has not taken place within the period referred to in the previous paragraph, the user can submit a new request in writing to the counterparty to inspect the work within 5 working days. If the counterparty again fails to comply with this request, the work is deemed to have been approved on the fifth working day after this repeated request.
3. At the latest within 5 working days after the inspection, the counterparty must inform the user in writing whether or not he approves the work. In the event of rejection, the counterparty must also substantiate this in writing and offer the user the opportunity to remedy any defects found within a reasonable period of time.
4. If the user has not received any notification from the counterparty within the period referred to in the previous paragraph, the work will be deemed to have been approved by the counterparty on the fifth working day after the inspection or earlier if the counterparty has already commissioned the work prior to this day.
5. Work not yet performed or not yet completed by third parties engaged by or on behalf of the counterparty, which affects proper use of the work, does not affect the readiness for use of and the delivery of the work performed by the user and with work agreed upon by the counterparty.
6. The day of delivery is understood to mean: the day on which the work has been approved or is deemed to have been approved in accordance with the provisions of this article.
7. Minor defects that can be repaired in a simple manner in a maintenance period agreed upon between the parties are no reason to withhold approval, provided that these defects do not prevent any commissioning. If the parties have not agreed on a specific maintenance period, a maintenance period of 30 days after delivery applies. The user must repair or have repaired as soon as possible any defects that are discovered within the maintenance period and at his expense.
8. If the counterparty still finds defects, imperfections, etc. after the delivery or maintenance period referred to in this article, the provisions of the complaints article included in these general terms and conditions will apply.

Article 10 - Suspension, termination of unfinished work and notice of termination

1. The counterparty may suspend the performance of the work in whole or in part. Measures that the user must take as a result of the suspension, as well as additional work that must be carried out in this context, will be charged as additional work. Damage suffered by the user as a result of the suspension, including hours already reserved for the suspension period, must be reimbursed to the user by the counterparty.
2. If damage occurs to the work during the suspension, this will not be at the expense of the user, unless the user could reasonably have foreseen this damage and the counterparty should have been informed of the possible occurrence of this damage.

3. If the suspension lasts longer than 14 days, the user is also entitled to payment for the part of the work already carried out and the building materials already supplied to the work, which have not yet been processed but have already been paid for by the user.
4. If the suspension of the work lasts longer than 1 month, the user has the right to terminate the unfinished work. In that case, payment must be made in accordance with paragraph 5 or paragraph 6 of this article.
5. The counterparty may terminate the agreement in whole or in part at any time. In that case, the user is entitled to the contract price, increased by the costs that the user had to incur as a result of the non-completion, and decreased by the costs saved by the termination. The user will send the counterparty a specified final invoice for this.
6. If the parties have made the price dependent on the actual costs to be incurred by the user, the price due upon termination will be calculated on the basis of the costs incurred, the work performed and the user's loss of profit.
7. If the performance of the work becomes impossible due to the destruction of the object on, in or to which the work is to be performed, without this being attributable to the user, the user shall be entitled to receive a proportionate share of the agreed price – based on to charge the counterparty for the work already performed and costs incurred. In the event of intent or deliberate recklessness on the part of the counterparty, the user is entitled to an amount calculated in accordance with paragraph 5 or paragraph 6 of this article.

Article 11 - Building materials

1. All building materials to be supplied by the user must be of the usual quality, be suitable for their purpose and meet the agreed or – in the absence thereof – the reasonable requirements.
2. The user will give the counterparty the opportunity to inspect the building materials. The inspection will take place – possibly on the basis of a sample – upon arrival of the building materials at the work location or at the earliest opportunity thereafter, provided that the progress of the work is not jeopardised in the latter case. The user is entitled to be present at the inspection. Building materials made available by the counterparty are deemed to have been approved.
3. The counterparty may have the building materials inspected by third parties. The associated costs are at its expense, except in the case of a justified rejection. In this case, these costs are borne by the user.
4. In the event of rejection of the building materials, both the counterparty and the user can demand that a sealed sample drawn in mutual consultation, certified by both parties, be kept.
5. The building materials to be delivered are at the risk of the user until the moment of delivery of the work.
6. Building materials to be delivered by or on behalf of the counterparty are at the user's risk from the moment the building materials arrive at the work location. In view of this, the counterparty will inform the user prior to delivery when these building materials will be delivered, so that the user can reasonably take any necessary measures.
7. The (building) materials coming from the work, which the counterparty wishes to keep, must be removed from the work by it. All other (building) materials are disposed of by the user.

Article 12 - Complaints

1. Without prejudice to the provisions of the previous article, the counterparty is obliged to check all delivered goods immediately upon receipt and to state any visible defects, faults, damage, deviations in quantities and/or other non-conformities on the consignment note or accompanying receipt. In the absence of a consignment note or accompanying receipt, the counterparty must report the defects, faults, etc. in writing to the user within 24 hours of receipt of the goods.
2. Other complaints with regard to the delivered goods must be reported to the user in writing immediately after discovery – but no later than within the agreed inspection or warranty period. All consequences of not reporting immediately are at the risk of the counterparty. If no explicit warranty period has been agreed, a period of 1 year after delivery applies.

3. All complaints about the work performed must also be reported to the user immediately after discovery – but at the latest within a period set by the user after delivery, followed by a written confirmation of this. If no period has been agreed, a period of 1 month applies. In the absence of such notification, the work is deemed to have been carried out in accordance with the agreement.
4. If a complaint has not been reported to the user within the periods stated in the previous paragraphs, no appeal is possible under an agreed warranty. Moreover, all consequences of not reporting immediately are at the risk of the counterparty.
5. Ordered goods are delivered in the (wholesale) packaging/minimum quantities or numbers in stock at the user. Minor deviations accepted in the industry with regard to specified sizes, weights, numbers, colours, etc., are not regarded as shortcomings on the part of the user. In this case, no guarantee can be invoked.
6. Complaints do not suspend the payment obligation of the counterparty.
7. The previous paragraph does not apply to the consumer.
8. The counterparty must enable the user to investigate the complaint and provide all relevant information to the user. If it is necessary to return the delivered goods for the investigation of the complaint or if it is necessary for the user to come and investigate the complaint on-site, the associated costs will be borne by the counterparty, unless the complaint subsequently turns out to be justified. The transport risk of the return shipment is always borne by the counterparty.
9. Return shipments shall in all cases be made in a manner to be determined by the user and in the original packaging.
10. No complaints are possible with regard to imperfections in or properties of goods manufactured from natural materials or imperfections caused by the work being performed on these goods, if these imperfections or properties are inherent to the nature of these materials.
11. No complaints are possible with regard to discolourations and minor colour deviations of wood, bricks, cement, etc.
12. No complaints are possible with regard to goods that after receipt by the counterparty have changed in nature and/or composition or have been fully or partially modified or processed.

Article 13 - Warranties

1. The user warrants that the agreed deliveries and work are carried out properly and in accordance with the standards applicable in its sector, but never gives a more extensive guarantee with regard to these deliveries and work than as expressly agreed between the parties.
2. During the warranty period, the user guarantees the usual normal quality and soundness of the goods delivered and the work performed.
3. When using the building materials required for the implementation of the agreement, the user shall rely on the information provided by the manufacturer or supplier of these building materials about their properties. If the manufacturer or supplier has issued a guarantee for the delivered building materials, such guarantee shall apply equally between the parties. The user shall inform the counterparty about this.
4. If the purpose/destination for which the counterparty wishes to modify, process or use the goods deviates from the usual purpose/destination of these goods, the user only warrants that the goods are suitable for this purpose/destination if he has confirmed this in writing to the counterparty.
5. It is not possible to invoke the guarantee as long as the counterparty has not yet paid the price agreed for the goods and/or the fee agreed for the work.
6. The previous paragraph does not apply to the consumer.
7. In the event of a justified appeal to the guarantee, the user will – at his discretion – free of charge see to the repair or replacement of the goods, the correct performance of the agreed work or reimbursement of or a discount on the agreed price or fee. If there is any additional damage, the provisions of the liability article included in these general terms and conditions shall apply.
8. Contrary to the previous paragraph, the consumer has the choice between repair or replacement of the goods or the correct performance of the agreed work, unless this cannot reasonably be expected of the user. Instead, the consumer may always dissolve the agreement by written statement or demand a discount on the agreed price or fee.

Article 14 - Liability

1. Apart from the explicitly agreed guarantees or results or quality requirements guaranteed by the user, the user does not accept any liability.
2. Without prejudice to the provisions of the previous paragraph, the user is only liable for direct damage. Any liability of the user for consequential damage, such as trading loss, loss of profit and/or loss suffered, damage caused by delay and/or personal or bodily injury, is expressly excluded.
3. The counterparty must take all measures necessary to prevent or limit the damage.
4. If the user is liable for damage suffered by the counterparty, the user's obligation to pay compensation is always limited to a maximum of the amount paid out by its insurer in the relevant case. If the insurer does not pay or the damage is not covered by any insurance taken out by the user, the user's obligation to pay compensation is limited to a maximum of the invoice amount for the goods delivered or the work performed.
5. The counterparty must hold the user accountable for this within 6 months after it became aware of or should have been aware of the damage suffered by it.
6. Contrary to the previous paragraph, a term of 1 year applies to the consumer.
7. If the user has to carry out his work or deliveries on the basis of documents provided by or on behalf of the counterparty, the user is not responsible for the content, correctness and completeness of these documents.
8. If the counterparty makes building materials and/or parts available for further processing or assembly, the user is responsible for correct processing or assembly, but not for the soundness of the materials or parts themselves.
9. The user is never liable for damage to the work as a result of work performed or deliveries made by or on behalf of the counterparty.
10. The counterparty indemnifies the user against all third-party claims for compensation of damage, if the user has made the excavation report (KLIC report) required for the performance of the agreement under the WION to the Land Registry in good time, has carried out the excavation work with due care and damage to underground networks nevertheless occurs.
11. If, after the conclusion of the agreement, it appears that the work location, the work and/or building materials resulting from the work are contaminated, the counterparty is liable for the resulting consequences and indemnifies the user against any claims from third parties that arise from this.
12. The user is not liable and the counterparty cannot invoke the applicable guarantee if the damage has arisen:
 - a. due to improper use or use contrary to the intended purpose of the delivered goods or the instructions, advice, directions for use, etc. provided by or on behalf of the user;
 - b. due to improper custody (storage) of the delivered goods;
 - c. due to errors or incompleteness in the information, documents or materials provided or prescribed to the user by or on behalf of the counterparty;
 - d. as a result of directions or instructions from or on behalf of the counterparty;
 - e. as a result of the counterparty's choice that deviates from what the user advised and/or is customary;
 - f. as a result of the choice made by the counterparty with regard to the goods to be delivered;
 - g. due to normal wear and tear, erosion or corrosion;
 - h. due to ageing and/or deterioration of the goods due to external influences other than influences against which the goods should normally be able to withstand;
 - i. because repairs or other work or processing has been carried out on the delivered goods by or on behalf of the counterparty, without the explicit prior permission of the user.
13. In the cases listed in the previous paragraph, the counterparty is fully liable for all resulting damage and explicitly indemnifies the user against all third-party claims for compensation of this damage.
14. The limitations of liability included in this article do not apply if the damage is due to intent and/or deliberate recklessness on the part of the user or management staff at the management level or if mandatory statutory provisions dictate otherwise. Only in these cases will the user indemnify the counterparty against any third-party claims against the counterparty.

Article 15 - Payment between companies

1. The user shall always be entitled to demand (partial) advance payment or any other security for payment from the counterparty.
2. Payment must be made within a due period of 30 days after the invoice date, unless the parties have agreed on a different payment term in writing. Thereby, the correctness of an invoice is established if the counterparty has not objected within this payment term.
3. If an invoice has not been paid in full after the term referred to in the previous paragraph has expired or if no direct debit has been made, the counterparty will owe the user default interest of 2% per month, to be calculated cumulatively over the principal sum. Parts of a month shall be counted as a full month.
4. If, after a reminder by the user, payment is still not made, the user is also entitled to charge the counterparty for extrajudicial collection costs amounting to 15% of the invoice amount with a minimum of € 150.00.
5. In the absence of full payment by the counterparty, the user is entitled, without further notice of default, to dissolve the agreement by means of a written statement or to suspend its obligations under the agreement, until the counterparty has paid or provided proper security for this. The user also has the aforementioned right of suspension if, before the counterparty is in default with payment, it has valid reasons to doubt the creditworthiness of the counterparty.
6. Payments made by the counterparty shall first be deducted by the user from all interest and costs due and subsequently from the longest outstanding payable invoices, unless the counterparty states in writing upon payment that it relates to a later invoice.
7. The counterparty may not set off the user's claims against any counterclaims it may have against the user. This also applies if the counterparty applies for (provisional) suspension of payment or is declared bankrupt.

Article 16 - Payment for consumers

1. The user shall always be entitled to demand (partial) payment in advance or any other security for payment from the consumer. The requested advance payment will amount to a maximum of 50% of the agreed price.
2. Payment must be made within a due period of 30 days after the invoice date, unless the parties have agreed on a different payment term in writing. The correctness of an invoice is established if the consumer has not objected within this payment term.
3. If an invoice has not been paid in full after the term referred to in the previous paragraph has expired or if no direct debit has been made, the consumer will owe the user default interest of 2% per month, to be calculated cumulatively over the principal sum. Parts of a month shall be counted as a full month.
4. If, after a reminder by the user, payment is still not made, the user also has the right to charge the consumer for extrajudicial collection costs. In addition, the user will give the consumer a period of at least 14 days in the said reminder to still pay.
5. The extrajudicial collection costs referred to in the previous paragraph amount to:
 - a. 15% of the amount of the principal sum over the first € 2,500.00 of the claim (with a minimum of € 40.00);
 - b. 10% of the amount of the principal sum over the next € 2,500.00 of the claim;
 - c. 5% of the amount of the principal sum over the next € 5,000.00 of the claim;
 - d. 1% of the amount of the principal sum over the next € 190,000.00 of the claim;
 - e. 0.5% of the excess of the principal sum. All this with an absolute maximum of € 6,775.00.
6. For the calculation of the extrajudicial collection costs, the user shall be entitled, after the expiry of 1 year, to increase the principal sum of the claim by the cumulative default interest accrued in that year in accordance with paragraph 3 of this article.
7. In the absence of full payment by the consumer, the user is entitled, without further notice of default, to dissolve the agreement by means of a written statement or to suspend its obligations under the agreement, until the consumer has paid or provided proper security for this. The user also has the aforementioned right of suspension if, before the consumer is in default with the payment, it has valid reasons to doubt the creditworthiness of the consumer.

8. Payments made by the consumer shall first be deducted by the user from all interest and costs due and subsequently from the longest outstanding payable invoices, unless the consumer states in writing upon payment that it relates to a later invoice.

Article 17 - Retention of title

1. The user retains ownership of all goods delivered and to be delivered under the agreement until the time at which the counterparty has fulfilled all its payment obligations towards the user.
2. The payment obligations referred to in the previous paragraph consist of paying the purchase price of the goods, increased by claims due to work performed in connection with the delivery and claims due to the attributable failure of the counterparty to fulfil its obligations, such as claims to pay compensation, extrajudicial collection costs, interest and any fines.
3. As long as the delivered goods are subject to retention of title, the counterparty may not pledge the goods in any way or place the goods under the (actual) power of a financier by means of pledge lists.
4. The counterparty must immediately inform the user in writing if third parties claim to have ownership or other rights to the goods subject to retention of title.
5. The counterparty must keep the goods carefully and as identifiable property of the user as long as they are subject to retention of title.
6. The counterparty must arrange for business or contents insurance such that the goods delivered under retention of title are co-insured at all times and will allow the user to inspect the insurance policy and the associated premium payment receipts upon first request.
7. If the counterparty acts contrary to the provisions of this article or the user invokes the retention of title, the user and his employees will have the irrevocable right to enter the premises of the counterparty and take back the goods delivered under retention of title. This applies without prejudice to the right of the user to compensation for damage, loss of profit and interest and the right to dissolve the agreement without further notice of default, by means of a written statement.

Article 18 - Intellectual property rights

1. The user is and shall remain the rightful owner of all intellectual property rights vested in, arising from, related to and/or belonging to the works, goods, documents, etc. delivered or produced by the user within the framework of the agreement, unless the parties have agreed otherwise in writing. The exercise of these rights is, both during and after the performance of the agreement, explicitly and exclusively reserved to the user.
2. This means, inter alia, that: a. the counterparty may not use the documents supplied or produced by the user outside the context of the agreement, it may not provide these documents to third parties, it may not allow third parties to inspect them and may not reproduce without the prior written consent of the user; b. the counterparty may not copy, modify, reproduce, etc. the works, goods or parts thereof delivered or manufactured by the user without the prior written consent of the user.
3. The counterparty guarantees that the documents and files it provides to the user do not infringe the copyright or any other intellectual property right of third parties. The counterparty is liable for any damage suffered by the user as a result of such infringements and indemnifies the user against claims from these third parties.

Article 19 - Right of retention

1. The user is entitled to exercise a right of retention and in this context to suspend the (further) delivery of the work and/or to deny the counterparty access to the work if and during the period that:
 - a. the counterparty has not or not fully paid the costs of the work activities;
 - b. the counterparty has not or not fully paid the costs of previous work activities performed by the user;
 - c. the counterparty has not or not fully paid other due and payable claims arising from the contractual relationship with the user.

2. The user is not liable for any damage – of any nature whatsoever – resulting from the right of retention exercised by it.

Article 20 - Bankruptcy, power of disposition, etc.

1. The user shall always be entitled to dissolve the agreement without further notice of default by means of a written statement to the counterparty when the counterparty:
 - a. is declared bankrupt or an application for bankruptcy has been made;
 - b. applies for (provisional) suspension of payments;
 - c. is affected by executory attachment;
 - d. is placed under guardianship or administration;
 - e. otherwise loses the power of disposal or legal capacity with regard to its assets or parts thereof.
3. The counterparty must always inform the guardian or administrator of the (content of the) agreement and these general terms and conditions.

Article 21 - Force majeure

1. In the event of force majeure on the part of the counterparty or the user, the user is entitled to dissolve the agreement by means of a written statement to the counterparty or to suspend the fulfilment of its obligations towards the counterparty for a reasonable period of time without being obliged to pay any compensation.
2. In the context of these general terms and conditions, force majeure on the part of the user is understood to mean: a non-attributable shortcoming on the part of the user, third parties or suppliers engaged by him or other compelling reasons on the part of the user.
3. Circumstances involving force majeure on the part of the user are understood to include: war, riot, mobilisation, domestic and foreign disturbances, government measures, strikes within the organisation of the user and/or of the counterparty or threat of these circumstances, etc., disruption of the exchange rates existing at the time of entering into the agreement, business interruptions due to fire, burglary, sabotage, power failure, internet or telephone connections, natural phenomena, (natural) disasters, etc., as well as transport difficulties and delivery problems caused by weather conditions, road blocks, accidents, import and export restrictive measures and the like.
4. If the force majeure situation occurs when the agreement has already been partially performed, the counterparty must in any case fulfil its obligations towards the user up to that time.

Article 22 - Applicable law/competent court

1. Only Dutch law applies to the agreement concluded between the user and the counterparty.
2. Any disputes will be submitted to the competent court in the place where the user is established, although the user always retains the right to submit a dispute to the competent court in the place where the counterparty is established.
3. The consumer may always choose to submit the dispute to the legally competent court, provided that he makes this choice known to the user in good time. Here, in good time means: within one month after the user has notified the consumer in writing that he wishes to submit the dispute to the court of his place of business.
4. If the counterparty is established outside the Netherlands, the user has the right to choose to submit the dispute to the competent court in the country or state where the counterparty is established.